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## The Solicitors' Journal and Reporter.

LONDON, JUNE 23, 1888.

## CURRENT TOPICS.

IT OUGHT to be generally known that Mr. Justice CHITTY will not allow actions which are in his list to be postponed, even by consent of the parties, without reasons being given for the postponement, and such reasons being submitted by the cause clerk to the judge. It should also be known that this regulation is not adopted by any other of the chancery judges, with respect to whose lists the old rule still prevails.

MR. JUSTICE KEKEWICH, in pursuance of his plan of placing actions which, being in his list, are not ready for trial in a "deferred list," has already placed several of his cases in a position which may be generally described as the bottom of the list. Great watchfulness is required by those having cases in this court lest they should unexpectedly find their actions in the daily list. They must bear in mind that any case taken from the body of the list and placed at the end, advances all those cases below it.

WE UNDERSTAND that the Council of the Incorporated Law Society have pressed upon the Government the desirability of dealing, in the County Court Consolidation and Amendment Bill now before Parliament, with the following recommendations:—That in all cases in which a default summons for over £10 has been issued, the registrar should have the same powers of dealing with the action as are conferred upon a master under R. S. C., 1883, ord. 14. That a solicitor should be permitted to employ another solicitor to represent him at the hearing of any case. That plaints and summonses should, as is the practice in the superior courts, be served by the plaintiff or applicant, or his solicitor if so desired, and that judgment should in like manner be enforced by bailiffs approved by the court and employed by the plaintiff. That judgments in the county court for sums exceeding £20 should carry interest as in the superior courts. That with reference to the question of jurisdiction, which is to be raised in the House, the council are of opinion that—(a) The jurisdiction of the county courts should be unlimited in amount, but that the defendant should have an absolute right to remove into the High Court any action in which the debt, demand, or damage claimed or in dispute exceeds £50, no distinction being made between actions of contract and actions of tort; or, in matters within the equitable jurisdiction (clause 67 of the Bill), exceeds £500; (b) in order to enable the judge to deal satisfactorily with the larger and more important actions, all actions in which the debt, demand, or damage claimed or in dispute does not exceed £10 should be dealt with by the registrar, unless the judge, on the application of either party, shall otherwise order.

THE CASE of *Re The Earl of Winchelsea's Policy Trusts*, before Mr. Justice NORTH, which we report elsewhere, illustrates afresh the danger which is incurred in the payment of insurance premiums by anyone who is not the beneficial owner of the policy. We discussed the matter a year ago in connection

with the then recent cases (31 SOLICITORS' JOURNAL, 344), and pointed out the reasonableness of applying some doctrine analogous to that of salvage. That such a doctrine could be applied was beginning to be commonly received in equity, until the tendency was checked by Mr. Justice FRY in *Re Leslie* (31 W. R. 561, 23 Ch. D. 552), and finally put an end to by the Court of Appeal in *Faicks v. Scottish Imperial Insurance Co.* (35 W. R. 143, 34 Ch. D. 234). In the former of these cases FRY, J., enunciated a list of cases in which, and in which only, a lien on the policy could be allowed. Among them were those in which a request for payment of the premiums had been made by the beneficial owner, and in which a trustee was entitled to an indemnity out of trust property for money expended by him in its preservation. In the latter of these cases the Court of Appeal were concerned chiefly in repudiating the doctrine of salvage, and explaining away the cases which had favoured it; but they appeared at the same time to sanction the list given by FRY, J.—that judge being, indeed, a member of the court. The present case seems, however, to shew the danger of replacing a general principle, capable of flexible application, by a set of particular cases, and it presses with considerable hardship upon the trustee who had paid the premium. Certainly he was only a trustee of a term of years, and the policy was no part of the trust estate committed to his care. But the two were very intimately connected, and the trustee was apparently bound, out of the proceeds of the term, to keep up the payment of the premiums on the policy. The proceeds being insufficient, he did this out of his own pocket. It seems very hard to treat him as a mere stranger to the matter, although he certainly does not come within the list devised by Mr. Justice FRY. It is to be noticed that in the Court of Appeal the prevailing motive was a fear that under the doctrine of salvage a mortgagor, paying the premiums, might gain a prior charge for them as against the mortgagee. But the case of the trustee here is very different. In the event of the matter coming before the Court of Appeal we shall be interested to see if they will adopt the cases specified in *Re Leslie*, excluding all others, or if, since the doctrine of salvage has been exploded, they will discover some new principle which will give a chance of justice being done in a new case. Meanwhile, it will be well to recognize clearly the danger that is incurred by meddling with insurance premiums, however praiseworthy may be the motive.

ON THURSDAY last week, at the conclusion of the arguments upon the appeal in a patent case—*Erlich v. Ihles*—the hearing of which in Court of Appeal No. 2 had occupied the greater part of five days, the Lords Justices made some important observations as to the great length to which the arguments in cases of this kind are frequently protracted. Lord Justice CORON said that the court ought to require in patent cases, as in other cases, that the arguments should be put before it shortly and succinctly. Arguments were much more effective if so stated. In a court of first instance it was often impossible for a judge to stop evidence, and often not possible for counsel to omit putting questions which might afterwards appear to be useless and unnecessary. But when the case came before the Court of Appeal, not only had the public a right to have the matter conducted shortly, so far as was consistent with efficiency, but in the court of first instance there had been, so to speak, a dress rehearsal, and counsel must and ought to know, if they had studied their case, what were the real and substantial points to which they ought to address themselves before the Court of Appeal. Unfortunately, however, the habit had grown up, especially in patent cases, of extending the arguments to a very great length. If a case could not be properly argued in five days, his lordship did not know in what time it could be properly argued. In the Court of Appeal such evidence only ought to be read as related to the points really in dispute between the parties. It might be necessary in patent cases to know precisely what an expert witness said, because often much turned upon the exact language used. But, as a general rule, the greater portion of the facts had been so established one way or another by the evidence taken in the court below that it was not necessary to read in detail the evidence relating to those facts. The other Lords Justices expressed themselves to the same effect. We trust that these remarks (which were certainly not made without foundation) may have some effect in reducing the length of time so often occupied (we might

say wasted) in the trial of patent and trade-mark actions, which is, indeed, one of the chief causes of the existing block in the Chancery Division.

THE LORD CHANCELLOR'S Bill for the amendment of the Companies Act, 1862, may be described as in the main a return to the system of double registration under the Joint-Stock Companies Act of 1844—a course which it may be remembered was recommended by the House of Commons Committee which reported in 1877. Accordingly, it is now proposed to revive the distinction between provisional and complete registration. To obtain the latter a statement shewing numerous particulars must be furnished to the registrar, and it must be proved by statutory declaration (a) that not less than one-fourth of the shares into which the capital of the company is divided have been subscribed for; (b) that not less than one-tenth of the nominal amount so subscribed has been paid in cash; (c) that the total number of shares held by the directors of the company is not less than one-fifth of the total number of shares applied for; and (d) that each director of the company holds not less than ten shares. On the registration of the memorandum and articles of a company limited by shares, unless the above conditions are complied with, the Registrar of Joint-Stock Companies will grant a certificate of provisional registration for three months, during which time the directors will have power to appoint a secretary, issue a prospectus, allot shares or debentures, and make provisional contracts. Every document issued by the company during this period must contain a statement that it is only provisionally registered. The money paid on application for, or allotment of, shares in a company provisionally registered must be deposited with the bankers of the company, and cannot be applied for any of the purposes of the company until there is a complete registration, and if that is not obtained, then the money must be returned within fourteen days, the directors being made jointly and severally responsible for its repayment. Provisional contracts are to bind the directors personally until confirmed by extraordinary resolution after complete registration is obtained. The proposals, moreover, go still further. It is proposed that an allotment of shares or debentures shall not be binding on the applicant unless the minimum number stated in that behalf in the prospectus as a condition of allotment has been applied for at the time of the allotment, or, where there is no minimum number stated, unless the whole number offered has been applied for, and, further, unless the minimum amount stated in that behalf in the prospectus as a condition of allotment, and where no minimum amount is stated, then one-fifth of the amount payable in cash in respect of each share, has been paid at the time of the allotment, and unless the allotment is made within two months from the first issue of the prospectus.

It is curious that cases which arouse great public interest should occupy so often a time altogether disproportionate to their real merits. The *Haileybury College case*, which lasted for five days, is a striking illustration of this. There were certainly several issues involved, but by far the most important was the question whether the boy had, in fact, committed the theft. Considering the nature of the evidence, there seems no reason why a verdict should not have been arrived at as quickly as in any ordinary case at the assizes. The points of law raised have been very few. There was, indeed, little to discuss, except the general power of a head master over his scholars. This could hardly be put on a more satisfactory footing than was done by COCKBURN, C.J., in *Fitzgerald v. Northcote* (4 F. & F. 690): "It is incidental to the authority of a head master to expel from the school over which he presides any scholar or student whose conduct is such that he could not any longer be permitted to remain without danger to the school. This, however, is not a power to be exercised arbitrarily—it may be questioned; and although, no doubt, a large discretion must be allowed, it must not be exercised wantonly or capriciously." This very reasonable view of the law was adopted by Mr. Justice FIELD, and although a governing body may choose in its bye-laws to prescribe the conditions under which the power of expulsion is to be exercised by the head master, yet, so far as the relations between him and the parents of his pupils are concerned, it does not seem as though anything more explicit were

needed. The head master's decision may be wrong; so may the decision of a jury. But so long as he exercises a wise discretion, and acts in perfect good faith upon reasonable grounds of suspicion, there seems no reason to make him responsible for the absolute truth of the decision upon the boy's conduct to which he comes. If, however, governing bodies wish to further protect themselves and their head masters from litigation, they must make the regulation upon which they rely a distinct term of their contract, and not be satisfied with placing it in a series of bye-laws of which apparently not much notice was taken even by those engaged in the school.

WE PRINT in another column an interesting letter from a correspondent with reference to section 45 of the Copyhold Act, 1887, upon which we recently commented. We quite agree with him that it was a most undesirable change to make the law of descent as to copyhold estates held in trust or on mortgage different from that with regard to freeholds, and the change introduced a very needless complication. The idea of applying a somewhat similar method to that sanctioned by *Glass v. Richardson* (9 Hare, 698, 2 De G. M. & G. 658) upon a devolution of trust or mortgage estates does credit to his ingenuity, and in the present state of the law it seems to offer a means at the same time of avoiding the devolution upon the heir, which for many reasons is undesirable, and also of giving a chance that only one person may have to be admitted. But with regard to his suggestion that the same method should be incorporated in an Act of Parliament, and so become universal, it seems to us that there is a shorter way out of the difficulty. If the Legislature is anxious to save the expense of the admittance of several executors, there is no necessity to do this by casting the estate upon the heir. A simple enactment, that in the case in question the lord should be bound to admit the executors upon payment of only a single fine, would be sufficient to produce the required effect. The Copyhold Bill of this session is now awaiting its second reading in the House of Commons, so that there is plenty of time to make this change, and bring back consistency into the law as to the descent of trust and mortgage estates.

## THE COUNTY COURTS CONSOLIDATION AND AMENDMENT BILL.

### I.

THIS Bill, which originally bore the somewhat misleading title (see *ante*, p. 333) of "The County Courts Consolidation Bill," has been amended in many important respects by the Standing Committee on Law, and is now printed with these amendments and with the only alteration effected in the amended Bill by the House of Lords. In its present shape the Bill fully justifies its new title. Moreover, the amended preamble—"Whereas it is desirable to consolidate and amend the County Courts Acts"—much more accurately expresses the scope and object of the Bill than did the original preamble, which merely recited that "It is desirable to consolidate the County Courts Acts."

The amended Bill consists, as did also the original measure, of nine parts, the titles of which have not been in any way altered. It still contains 188 clauses, for, though in Part V. (Appeals, &c.) is to be found an additional clause (clause 121), in Part VII. (Execution; Commitment), clause 163, as will be pointed out later on, now replaces clauses 162 and 163 of the original Bill. That the amended Bill should have emerged from the Standing Committee on Law not materially increased in bulk merits the grateful acknowledgments of the profession and of the public at large. At the same time, the various alterations effected by the committee indicate clearly that the amended Bill is not, by any means, wanting in comprehensiveness or in accuracy and precision of language. Indeed, it is not too much to say that few modern Acts of Parliament bear traces of such care and labour as have evidently been bestowed upon the County Courts Consolidation and Amendment Bill, a measure which, it is to be hoped, will shortly receive the Royal Assent and become widely known by its short title of the County Courts Act, 1888.



The actual amendments which have been made in the Bill since its introduction into Parliament in the early days of the present session must now be briefly considered.

The first clauses amended are in Part II. (Judges and Officers). Clause 13, which empowers the Lord Chancellor to redistribute districts amongst the county court judges, enables him "to direct that any judge shall sit as an additional judge in any district or districts."

By clause 14 a county court judge, in addition to other statutory disqualifications to which he has long been subjected, is forbidden to "act as arbitrator or referee for any remuneration to himself." Having regard to the multifarious and arduous character of the duties now imposed upon county court judges, few of their number can have either time or inclination to sit as arbitrators or referees. To the majority, therefore, this statutory prohibition will make no substantial difference.

The 18th clause of the amended Bill limits the time for which a deputy county court judge shall be at liberty to act, "unless with the approval of the Lord Chancellor," to fourteen days, in lieu of "one month," as first provided. And clause 21 enacts that, after the death or resignation of the judge, the deputy shall receive as remuneration, instead of "such sum as the Lord Chancellor or the Chancellor of the Duchy of Lancaster shall direct" (which was the original provision on the subject), "a rateable proportion of the salary and travelling allowances attached to the office so vacant during any vacancy." The same clause, as amended, also goes on to provide that "If no such deputy shall have been appointed, the Lord Chancellor may appoint a deputy with the like powers and remuneration for any period not exceeding three months, if the office shall so long remain vacant."

Clause 23 provides for the allowance of travelling expenses to a judge "with reference to the size and circumstances of the district of which he is judge, or in which, under the provisions of this Act, he is directed to sit." The words in italics are new, and are evidently introduced to meet the case of a judge whose district has been altered, or who may have been removed to another district, or have been directed to sit as an additional judge in any district or districts under the provisions for that purpose contained in clause 13 of the amended Bill.

The 25th clause now provides that in future a registrar shall not only be a solicitor of the Supreme Court, but one "of at least five years' standing," and that "In the case of any court where the number of plaints for the preceding year has exceeded ten thousand, the Lord Chancellor may, in the case of any future appointment, make it a condition of the appointment that the registrar shall not practise as a solicitor or notary, but nothing in this section shall be deemed to disqualify a registrar from holding any other appointment." These provisions, however, it is to be noticed, concern only future appointments to the office of registrar. But with regard to all holders of the office, whether present or future, it is expressly provided by clause 45 of the Bill, as amended, as follows:—"In the case of any court where, by reason of the amount of business therein, or of the union of the registrar's office with that of the district registrar of the High Court, or the district probate registrar, or any other public office, the Lord Chancellor shall at any time be of opinion that the whole time of the registrar ought to be given to the public service, the Lord Chancellor may, by order to be laid before Parliament, direct that the registrar shall not practise as a solicitor; and thereupon the Treasury shall assign to the registrar such salary in respect of his public offices as they may think fit, having regard to the amount of remuneration received by the registrar during the five years immediately preceding the order, but not exceeding fourteen hundred pounds a year; and every registrar to whom any such order shall apply, shall, for all purposes, be deemed to be an officer of the Supreme Court within the meaning of the Supreme Court of Judicature (Officers) Act, 1879." The profession and the public will, it is believed, regard these alterations in the existing law as conducive to the due and efficient administration of justice. For the official duties imposed upon a registrar demand some guarantee that the person called upon to fulfil them is eligible for the post he holds, and that, moreover, where the exigencies of the public service require it, he shall devote to their discharge, if not the whole, at all events the greater part, of his time and attention.

The 31st clause of the amended Bill also concerns registrars,

and provides that "notice of any vacancy in the office of registrar shall be forthwith given by the judge having the appointment, and no appointment shall be made to fill the vacancy within the period of one month after the date of the notice without the assent of the Lord Chancellor."

Clause 48 imposes penalties for assaulting bailiffs, or rescuing goods taken in execution, and with regard to their recovery provides an additional remedy—namely, "on summary jurisdiction in manner provided by the Summary Jurisdiction Act." The existing remedy is simply by order of the county court judge.

It is now necessary to consider the important amendments which occur in Part III. of the Bill, which deals with "Jurisdiction and Law."

Clause 56, as amended, no longer excepts from the jurisdiction of the county courts actions "in which the validity of any devise, bequest, or limitation under any will or settlement may be disputed, or for any malicious prosecution." On the other hand, actions for libel, slander, seduction, and breach of promise of marriage still remain outside the jurisdiction of the county courts. In a previous issue of this journal attention has been drawn to this clause, and we have explained why, in our opinion, the above amendment is defensible (*ante*, p. 519).

Clause 59 extends the jurisdiction of county courts over actions of ejectment to cases where the annual value does not exceed £50, the previous limit having been £20, while clause 60 in like manner raises the pecuniary limit of jurisdiction over actions in which the title to any corporeal or incorporeal hereditaments shall come in question from £20 to £50.

The 62nd clause, with regard to the removal of actions from the county court when the defendant objects to their being tried there, limits the power of doing so to cases where, in contract, the plaintiff shall claim a sum exceeding £20, or, in tort, where he shall claim a sum exceeding ten pounds (instead of five pounds, which is the present limit), and renders it necessary that in all cases "the judge shall certify that, in his opinion, some important question of law or fact is likely to arise." This condition now finds its place for the first time in clause 62, and it will certainly seriously impede the removal of actions to the High Court, otherwise than by writ of *certiorari*, which remedy will, however, still be available to defendants in county court actions.

Clause 65 of the amended Bill largely increases the derivative jurisdiction of the county courts. For it enables a judge of the High Court to order an action of contract to be tried in a county court where "the claim indorsed on the writ does not exceed £100, or where such claim, though it originally exceeded £100, is reduced by payment, admitted set-off, or otherwise to a sum not exceeding £100." The figure of £100 was substituted for £50 by the Standing Committee on Law. It is, of course, impossible to predicate, with accuracy, what will be the precise effect of this amendment upon the work of the county courts. But, in all probability, the labours of the judges of those courts will thereby be largely increased, especially of the metropolitan county court judges, who, on an average, at present dispose of about one-half of all the causes remitted by the High Court to the county courts (see *De Colyar's County Court Cases*, p. 12 n (a), and the statistics there given).

Clause 67 of the amended Bill, which defines the jurisdiction in equity, contains a new sub-clause (8) giving the county court jurisdiction over "actions for relief against fraud or mistake in which the damage sustained or the estate or fund in respect of which relief is sought shall not exceed in amount or value the sum of £500."

The 71st clause relates to the investment of moneys paid into court in proceedings in the county court. It has been amended by the addition of the following provision:—"Any person deriving any benefit under any moneys paid into a post-office savings bank under the provisions of this Act may nevertheless open an account in a post-office savings bank, or in any other savings bank, in his own name, without being liable to any penalties imposed by any statute or regulations in respect of the opening of accounts in two savings banks, or of two accounts in the same savings banks."

The 72nd clause, in its amended form, contains the following additional provision—namely, that: "The right of a solicitor to address the court shall not be excluded by reason only that he is in the permanent and exclusive employment of any other solicitor." This alteration in the existing law will be accepted as a boon by

solicitors, and will not be displeasing to county court judges, who, in country districts especially, must often feel the necessity for such an extension of the present right of audience.

### THE SITTINGS OF THE QUEEN'S BENCH DIVISION.

A JOINT committee of the Bar Committee and the Incorporated Law Society have had this subject under consideration for some time past, and their report has now been submitted to the Lord Chancellor and the judges.

The following are the suggestions contained in the report for the improvement of the present arrangements for the trial of actions in the Queen's Bench Division:—

1. The cause list should be divided under three heads:—
1. Special jury actions.
2. Common jury actions.
3. Non-jury actions.

The cause list should also contain, in a separate column and opposite to each case, a short statement of its principal subject-matter—e.g., "Slander," "Marine Insurance," "Bill of Exchange," &c. Such a statement appears in the published cause lists at some at least of the assizes, and has been found to afford a useful indication of the character of the business.

B. Before the commencement of each of the sittings, all the causes standing for trial should be arranged in groups. The number of groups should correspond with, or be less than, the number of judges expected to be ordinarily available during those sittings for the trial of actions. Suppose this number to be six. The groups might then be—1 and 2, special juries; 3 and 4, common juries; 5 and 6, without juries. Each group will then in effect form a separate cause list, belonging for those sittings to a particular judge, so that the prospects of the cases included in it will not be affected by anything which may happen to any other group except in case of transfer by special leave as hereinafter mentioned. No transfers from one group to another should be made unless by special leave, and then only so as not to interfere with any daily list (see E below) which may have been already issued, or (except so far as is necessary for transferring causes which have already come into a daily list) with any weekly list (see D below).

C. Notice should be given at least seven days before the commencement of each of the sittings, specifying:—

- (a.) The number of courts to sit for each class of action, subject only to circuit arrangements.
- (b.) The dates on which special jury, common jury, and non-jury cases would respectively commence.
- (c.) The groups of each classification which are to be taken first, and the names of the cases in each group which it is intended to put in the paper on the first day of the trial of actions in that group.
- (d.) In the sittings in which circuits occur a fresh notice should be issued at least seven days before the commencement of the circuits.

D. There should be issued on Friday in each week a revised list of actions for the coming week, to be called the weekly list, in which should be set down for trial in each of the courts sitting for the trial of actions only so many actions out of the group assigned to it as that court could reasonably be expected to try during the coming week.

It should be the business of some competent official to examine the pleadings, and by this means, and also by inquiry from the counsel or solicitors engaged, to gauge approximately the character of the causes before making up the weekly list.

In order that the weekly list should remain trustworthy until the next revision the following rules should be adopted:—

- (a.) No case should on any ground be interpolated in it after the publication of the weekly list.
- (b.) No case which for any reason is marked "stayed" or not before a certain day later than the first day of the week should (except by special leave of the judge) appear in the weekly list. When a "stay" is removed the case should not appear in the next weekly list, but might in any subsequent revision.
- (c.) No case appearing in a weekly list should be allowed to be afterwards marked "stayed" or "not before a certain day" in that list. It might be withdrawn, or it might be struck out by consent, without prejudice (in the latter event) to its appearing again as provided in (b.) above.
- (d.) Two days' notice to the opposite party, of the intention to remove a "stay," other than a stay for commission, should be given, and if the stay is not removed pursuant to such notice a fresh notice should be necessary. A stay for commission should be removable on the application of either party on seven days' notice, and on production to the associate of a certificate that the evidence has been returned and printed.

E. At the midday adjournment in each court an announcement

should be made by an officer of the court with the authority of the judge, that that court would not proceed on the following day beyond a certain number in the group assigned to that court.

F. A special list should be instituted in which only mercantile causes should be included, and which should be confined to special jury and non-jury cases, to be called the "London List," and to be divided into two groups. A court should sit, continuously so far as possible, for the trial of this London List, and should be presided over by a judge specially assigned for the time to that list. It has been suggested to us that for the trial of this list a third judge might be added permanently to the Probate, Divorce, and Admiralty Division. We think that such a plan would be in some respects eminently satisfactory both to the public and to the legal profession, but, apart from other objections to so considerable a change, we feel that the discussion of it would probably involve delay in a matter of pressing importance; and therefore we strongly urge the immediate adoption of the simpler expedient which we have suggested above.

G. Every court assigned at the commencement of each sittings for the trial of witness actions should continue to sit *de die in diem* (except Saturdays) for that purpose during the sittings, unless prevented by the requirements of the circuits or other special cause.

H. Saturdays should be devoted to further considerations, adjourned or specially-appointed cases, or to finishing cases in Friday's list, but witness cases which had not been in Friday's list should not, as a rule, be put in Saturday's list. This would facilitate the early publication of the weekly lists, and also prevent witnesses from the country having to attend on a short day with a probability of unnecessary expense.

I. Many of the non-jury cases have been found by experience to be cases of a kind which require only a very short time for trial, and it might, we think, be advisable, in order to avoid the waste of judicial time on the one hand, and the risk of forming too long a day's list on the other, to try whether these cases could not be subdivided, by making out of each group of them a classification of "short" cases, in which should be included any case in which the solicitors for the parties agree, and counsel for the plaintiff certifies that in his opinion the trial of the case would not exceed about half an hour. This subdivision might then be taken by itself on particular days.

The report concludes with a statement that there is a general opinion that the arrangements of the Queen's Bench Division other than those for the trial of actions are also susceptible of improvement for the saving either of judicial time or of expense and inconvenience to suitors. One direction is indicated—viz., whether divisional courts should not, so far as practicable, be abolished.

### CORRESPONDENCE.

#### TRUST AND MORTGAGE ESTATES IN COPYHOLDS.

[To the Editor of the Solicitors' Journal.]

Sir,—I am glad you are again referring to section 45 of the Copyhold Act, 1887, for it has never been clear to me that the alteration in the law effected by that section was altogether an improvement.

As the law was settled by the Conveyancing and Law of Property Act, 1881, on the death of a mortgagee or trustee of copyholds the costs of admitting two or three executors may have occasionally proved burdensome, but at present, where a devise of the legal estate is omitted, the expense of finding the customary heir, or of obtaining a vesting order, will often prove nearly as considerable as the cost of the admittance of two or three executors; and where the property is small, more so.

A much more convenient mode than that adopted by the Copyhold Act of effecting the object in view would, I venture to suggest, have been to follow and extend the principle of *Glass v. Richardson* (9 Ha. 698, 2 De G. M. & G. 658). That case, as is well known, is the principal authority for the practice of devising copyholds intended to be sold to such uses as the trustees for sale shall appoint, thus creating a power, by an exercise of which the copyholds are appointed to a purchaser who takes admittance under the will, without any necessity for admittance by the donees of the power, or of any surrender by them.

The principle of that case has been somewhat extended by the Court of Appeal in *Re Naylor and Spendthrift's Contract* (34 Ch. D. 217) where a copyholder had devised copyholds to a trustee upon trust for his wife for life, and, she having sold the copyholds under the power conferred on her as tenant for life by the Settled Land Act, it was decided that on a conveyance by her to give effect to such sale the purchaser could take admittance without the trustee being previously admitted.

Following the doctrines on which such decisions as the above are based, why should not the 45th section of the Copyhold Act of 1887 have been in some such terms as the following:—

"Where an estate or interest of inheritance limited to the heir as



special occupant in any copyhold hereditaments is vested upon any trust or by way of mortgage in any person solely, the same shall, on his death, vest in such person or persons as his personal representatives shall, at any time within two years\* after his death, by deed appoint, and in default of any such appointment, devolve to and become vested in his personal representatives," &c.

Since the passing of the Copyhold Act I have inserted in the wills of all testators who are at all likely to have mortgage or trust estates in copyholds vested in them a devise of copyhold hereditaments of which the testator may be seised upon any trusts or by way of mortgage to such uses as the executors (by name), or the survivor of them, may by deed appoint, and in default of appointment to the use of the executors and their heirs, with a declaration that as well the power as the estate is given upon the trusts, and subject to the equities upon and subject to which the hereditaments ought to be holden, having regard to the trusts affecting the same or the equity of redemption subsisting therein.

The clause, I am quite aware, is imperfect, but it strikes me as better than nothing. My object, however, in troubling you with this letter is to urge that some legislation is needed to put an end to the present state of the law, under which, on the death of a trustee or mortgagee, the freeholds vested in him as such devolve in one manner and the copyholds in another.

If we are to have another Act dealing with copyholds, would there be any injustice in repealing the provisions contained in the 4th section of the Wills Act, which followed the 2nd section of the repealed Act, 55 Geo. 3, c. 192, to the effect that on the admittance of a devisee of copyholds the steward is entitled to the fees for a surrender to the uses of the will as well as to the fees for an admittance. In every set of steward's fees for an admittance under a will in the district with which I am acquainted, and where copyholds are very numerous, occurs the item, "Surrender to will by statute, £3 3s." Considering that stewards are not badly paid, and that the fee is not given as remuneration for work of any kind, it occurs to me it might now be put an end to.

Hereford, June 18.

#### THE REMUNERATION ORDER.

[To the Editor of the Solicitors' Journal.]

Sir,—If "Beverley" looks into the Incorporated Law Society's Digest of Cases and Opinions, he will find that it has been considered that the lessor's charges for a lease at a rent of £20, granted by direction of a builder to a purchaser, who pays to the builder £2,000, should be £8, according to the second scale, schedule 1, part 2, and that the £25 in addition (making £33) for the scale as on a purchase at £2,000 under rule 5, schedule 1, part 2, does not apply, on the ground that to entitle a lessor's solicitor to the commission on the premium the consideration must move to the lessor (Digest [207] p. 80.)

The lessee's solicitor's costs would seem to be properly made out as on a purchase for £2,000, under schedule 1, part 1—viz., £25, and also £4, the half of the lessor's charge under schedule 1, part 2 (Digest [72] p. 46 and [200] p. 78).

June 18.

At the Auction Mart on Wednesday, the freehold of Barnard's-inn was offered for sale by Mr. E. H. Bousfield, of the firm of Messrs. Edwin Fox & Bousfield. The property was described in the particulars of sale as forming a separate parish, within the boundary of the City of London, the land extending from Holborn to Fetter-lane, with important frontages to and entrances from both these main thoroughfares, covering a superficial area of 28,000 feet, three houses and shops and a licensed tavern, numbered 20, 21, 22, and 23, Holborn; several houses in the inn, and shops facing Fetter-lane; the hall and library of the inn, with its kitchen, porter's lodge, and large garden and courtyard. The auctioneer, before inviting bids for the property, stated that the present rental was £2,600, less rates and taxes on the weekly part. The front houses in Holborn were let for terms, the longest of which had until 1890 to run. Mr. Stapley Firth said he desired to give notice, on behalf of Mr. Percy Alexander Vidler, that a writ had been issued against Mr. J. L. Bartle Frere, who was trustee for the purposes of the sale. The writ had been registered as a *lis pendens*; and anyone who bought the property would do so subject to the writ and the *lis pendens*. The auctioneer said that if his client had been doing anything wrong an injunction would have stopped the sale, seeing that the property had been advertised for the last two months. The first bid made was £25,000, followed by two others of £30,000 and £35,000. Half-a-dozen increased offers of £1,000 each were afterwards made, bringing the amount up to £41,000; and bids rising by £500 each were then made up to £49,000. The final offer was £49,400, at which amount the auctioneer withdrew the property.

\* I suggest the period of two years, as, where courts of copyhold manors are held, as is the common custom, yearly, the three proclamations for an heir could not be made within that time.

## CASES OF THE WEEK.

### COURT OF APPEAL.

CHARLESTON v. LONDON TRAMWAYS CO.—No. 1, 18th June.

MASTER AND SERVANT—LIABILITY OF COMPANY FOR ACT OF SERVANT—SCOPE OF EMPLOYMENT.

This was an appeal from the decision of a divisional court (Mathew and Charles, JJ.), reported 36 W. R. 367. The plaintiff was a passenger in one of the defendants' trams, and gave the conductor a half-crown in payment of her fare of 2d., and he returned her 2s. 4d. change. When she was about to leave the car, the conductor stopped her and informed her that he should detain her and give her in custody on a charge of having given him a bad half-crown. He accordingly did so, but on investigation the half-crown proved to be a good one, and the plaintiff was released. She then brought this action for false imprisonment, and Stephen, J., before whom it was tried, directed a verdict for the plaintiff, and gave judgment accordingly. The Divisional Court set this aside on the ground that section 52 of the Tramways Act, 1870 (33 & 34 Vict. c. 78), which enacts that it shall be lawful for any officer or servant of the promoters or lessees of the tramway to detain any person attempting to evade payment of his fare, must be construed as limited to any officer or servant appointed for that purpose. The plaintiff appealed, but

THE COURT (LORD Esher, M.R., LINDLEY and LOPEZ, L.JJ.) dismissed the appeal. Lord Esher, M.R., said that the only question was whether the company had authorized the conductor to do what he did. It was clear that there was no express authority, but would any authority be implied? On this the case of *Poulton v. London and South-Western Railway Co.* (L. R. 2 Q. B. 534) was in point. The effect of that decision was that the company could not be implied to have authorized their servants to do anything more than that which the company themselves were authorized to do. The company in this case were authorized by sections 51 and 52 of the Tramways Act, 1870, to detain and arrest passengers attempting to evade the payment of their fare, but they had no authority to arrest passengers for attempting to pass bad money. It was plain here from the evidence that the conductor had detained the plaintiff, not for attempting to evade the payment of her fare, but for attempting to pass counterfeit coin. That being so, he had no authority, either express or implied, from the company to act as he did, and the action against the company could not succeed. The court expressed no opinion as to the view taken by the Divisional Court of the effect of the statute. LINDLEY and LOPEZ, L.JJ., delivered judgment to the same effect.—COUNSEL, Murphy, Q.C., and Arbuthnot; Kemp, Q.C., and McClymont. SOLICITORS, Johnson, Budd, & Johnson; J. O. Jacobs.

VINT v. VINT—No. 2, 20th June.

DEED—VALIDITY—UNCERTAINTY—REFERENCE TO SCHEDULE—SCHEDULE OMITTED.

The question in this case was whether a deed, assigning certain goods and referring to a description of them in a schedule, could have any operation, the intended schedule having been omitted. The deed in question was a post-nuptial settlement made between the husband, the wife, and a trustee. It contained a recital that "the several goods and chattels intended to be hereby assigned were the personal estate in possession of (the wife) before her marriage with (the husband), and the marriage between them took place on the faith of a promise by (the husband) to make a settlement of the said goods and chattels in manner hereinafter contained"; and the husband did thereby assign to the trustee "all the household goods, furniture, &c., now in or about the dwelling-house of (the husband), and more particularly specified in the schedule hereunder written," to hold the same into the trustee upon trust to permit the wife during her life, and after her death the husband during his life, to use the same, and after the death of the survivor of them upon certain trusts for the benefit of the children of the marriage. There was no schedule annexed to the deed. The action was brought by the wife and the trustee against the husband, claiming that she might have the use of the chattels comprised in the deed. It was objected on behalf of the husband that, there being no schedule, the deed was never completed. Chitty, J., held that the deed was valid, and that all the household goods, &c., at the date of the deed in or about the husband's dwelling-house were comprised in the deed, and an inquiry was directed what particulars the household goods, &c., so comprised in the deed consisted of. On the hearing of the appeal the husband's counsel relied on *Weeks v. Maillardet* (14 East, 568). In that case the defendant, by an agreement under seal, bound himself to deliver to the plaintiff by a certain day "the whole of his mechanical pieces as per schedule annexed." There was no schedule annexed to the deed at the time of its execution, though a schedule was afterwards added. The action was brought for breach of the agreement, and it was held to be a good objection that the schedule did not form part of the deed. Lord Ellenborough, C.J., said: "Taken by itself, the deed is insensible and has no object to operate upon; therefore it is not the defendant's deed without the schedule."

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that the husband clearly intended the settlement to operate as a deed, and it could well take effect as an assignment of the chattels in the house at the date of its execution. The case was entirely different from *Weeks v. Maillardet*. There, as the court said, the deed, taken by itself, was insensible. In the present case the deed was quite sensible without the schedule. BOWEN and FRY, L.JJ., concurred.—COUNSEL, Byrnes, Q.C., and J. G. Wood; Romer, Q.C., and A. R. Kirby. SOLICITORS, W. & J. Flower & Nussey; W. T. S. Murr.

**Re ORMSTON, GOLDING v. LANCASTER—No. 2, 21st June.**

PRACTICE—ADMINISTRATION ACTION—IDLE AND VEXATIOUS PROCEEDINGS—COSTS—APPEAL—JURISDICTION—DISCRETION OF JUDGE—R. S. C., 1883, LXV., 1, 11.

This was an appeal from a decision of Kay, J. (*ante*, p. 127, 36 W. R. 216). The action was brought in 1882 for the administration of an estate, the plaintiff being entitled to a share of the residue of the estate. Kay, J., on the further consideration of the action, held that the action had been useless and vexatious, and he ordered the plaintiff to pay all the costs since rule 1 of order 65 of the R. S. C., 1883, came into operation, and he refused to allow the plaintiff any of his prior costs out of the estate.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that there could be no appeal as to the costs subsequent to the date at which the R. S. C., 1883, came into operation, as to which costs the judge had a discretion. As to the prior costs, according to the old practice of the Court of Chancery, as this court had laid down in *Re McLellan* (33 W. R. 888, 29 Ch. D. 495, 29 SOLICITORS' JOURNAL, 419), a residuary legatee was entitled to his costs of an administration action out of the estate unless he had been guilty of some misconduct, and for this purpose a malpractice in the suit would be misconduct. His lordship agreed with Kay, J., that there had been misconduct on the part of the plaintiff, consequently Kay, J., had jurisdiction to deprive him of costs, and this could not interfere. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Everitt*, Q.C., and *J. S. Colquhoun*; *Byrne*, Q.C., and *G. B. L. Druce*. SOLICITORS, *Montagu, Scott, & Baker*; *Torr & Co.*

**Re CROOME, CROOME v. CROOME—No. 2, 19th June.**

WILL—CONSTRUCTION—GIFT FOR PARTICULAR PURPOSE—RESULTING TRUST.

This was an appeal from a decision of Stirling, J. (*ante*, p. 257). A testator by his will gave to his brother Evelyn all his real estate "on trust, nevertheless, to pay thereout the sum of £800 due from me to the trustees under the marriage settlement of S., and another sum of £300, and also on trust to pay some life annuities; and he gave all his personal estate, after payment of his funeral expenses and all his just debts, "except the two above-mentioned sums of £800 and £300," to his said brother and his sister, share and share alike. Stirling, J., held that the brother being an express trustee, parol evidence was not admissible to shew that the testator intended him to take a beneficial interest in the real estate, subject to the payment of the two specified debts and the annuities, and that there was a resulting trust of the real estate for the testator's heir-at-law.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision, holding, upon the construction of the will, that the brother took a beneficial interest in the real estate, subject to the payment of the £800 and the £300 and the annuities.—COUNSEL, *Pearson*, Q.C., and *R. Swan*; *Hastings*, Q.C., and *Theobald*. SOLICITORS, *Badham & Williams*; *Cunliffe & Davenport*.

**LAWRANCE v. LORD NORREYS—No. 2, 15th June.**

R. S. C., 1883, XXV., 4—PRACTICE—STRIKING OUT PLEADINGS—"NO REASONABLE CAUSE OF ACTION"—DISMISSING ACTION AS FRIVOLOUS AND VEXATIOUS.

This was an appeal by the defendants against an order of Stirling, J., refusing to strike out the plaintiff's statement of claim as disclosing no reasonable cause of action. The plaintiff claimed to be entitled to estates which had been in the possession of the defendants and their predecessors in title for many generations. In June, 1886, the plaintiff commenced an ejectment action in the Queen's Bench Division, and in his statement of claim in that action he set out a pedigree, shewing his title to the property by descent from one Jonathan Lawrance the younger, who died in 1816. On the application of the defendants that statement of claim was struck out, on the ground that the claim was barred by the Statute of Limitations, and that, therefore, no reasonable cause of action was shewn. From that decision the plaintiff appealed to a divisional court, and, in order to take the case out of the Statute of Limitations, he asked for leave to amend his statement of claim by adding allegations of fraud against one John Towneley, who, in the year 1816, as the plaintiff alleged, wrongfully took possession of the estates, thereby defrauding one Lebus Lawrance (the son of Jonathan Lawrance the younger), through whom the plaintiff claimed, and who was then residing in the United States in ignorance of his right to succeed to the property. The Divisional Court (Lord Coleridge, C.J., and Day, J.) refused to allow the amendment, and dismissed the action, with costs, as frivolous and vexatious. The plaintiff then commenced the present action in the Chancery Division, and delivered a statement of claim, which was, in substance, the same as the amended claim proposed to be used in the first action. The defendants applied to Stirling, J., to strike out this pleading, and to dismiss the action as frivolous and vexatious. The plaintiff's counsel asked for an adjournment, on the ground that, if time were given to communicate with the plaintiff, who was in America, evidence could be produced of the *bona fides* of the allegations in the statement of claim. Stirling, J., acceded to that application. The plaintiff afterwards produced two affidavits, one by his solicitor and another by a person who was formerly employed by the plaintiff's father, and afterwards by the plaintiff, for the purpose of investigating and collecting proofs of his title to the estates, to shew the reason why the allegations of fraud were not made earlier, and to prove that the claim was a *bona fide* one. The allegations of fraud contained in the statement of claim were to this effect:—Jonathan Lawrance the younger, who was out of possession of the estates, came over from America, and by means of an action which he brought, and a

compromise which he effected, recovered possession of the property. He died in 1816 seized of the estates, and possessed of certain documents constituting the evidences of his title. Thereupon it was said John Towneley conspired with the solicitors in England of Jonathan Lawrance, who had been employed by him in the actions and compromise, to conceal from Lebus Lawrance, his heir-at-law, his title to the property, and to destroy the evidences of title which, down to the time of his death, were in the possession of Jonathan Lawrance. It was contended on behalf of the plaintiff that this amounted to a concealed fraud, within the meaning of section 26 of the Act 3 & 4 Will. 4, c. 27, sufficient to take the case out of the statute. It was urged on behalf of the defendants that no new case had been made by the plaintiff since the dismissal of his former action, and that the plaintiff's allegations were so fictitious as to make the action frivolous and vexatious, thereby depriving the plaintiff of any right to go to trial. Stirling, J., was of opinion that the Divisional Court had simply decided that, on the facts then before them, they could not allow the proposed amendments. But, upon the further evidence before him, he came to the conclusion that the allegation as to the destruction of the evidence of title, if it could be made out, was sufficient to bring the case within the definition of "concealed fraud" given by Kindersley, V.C., in *Petre v. Petre* (1 Drew. 397). He thought, therefore, that the plaintiff's allegations were sufficient, and that the court was not bound to go into the question whether it was probable that the plaintiff would succeed at the trial. And he did not think he ought to hold that the plaintiff's allegations were so fictitious that the action ought to be dismissed as vexatious and frivolous.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) held that the action ought to be dismissed as frivolous and vexatious. COTTON, L.J., said that he would assume that the statement of claim as it stood contained sufficient to shew a reasonable cause of action. The inherent jurisdiction of the court to prevent actions being brought which were vexatious and frivolous could not be disputed, and had frequently been exercised. The existence of that jurisdiction had been recognized by the House of Lords in *Metropolitan Bank v. Pooley* (10 App. Cas. 210). The House of Lords in that case went into the facts, and did not limit the jurisdiction to cases where the facts were not in dispute, as the plaintiff's counsel had contended it ought to be limited. In his lordship's opinion the present action was frivolous and vexatious. It was founded upon a fraud alleged to have been committed so long ago as 1816. It appeared to his lordship that the proper conclusion to be drawn from what the court had before it was, that the plaintiff's allegations were made without substantial grounds, and proceeded on mere imagination. The plaintiff had not by his evidence shewn that he had reasonable grounds for making the allegations. In his lordship's opinion the action was frivolous and vexatious, and the court ought to stop it at once, in order to prevent an abuse of the process of the court. The action would, therefore, be dismissed on that ground, with costs. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Rigby*, Q.C., and *Trevelyan*; *Graham Hastings*, Q.C., and *W. C. Druce*; *Jenne*, Q.C., and *F. C. Norton*; *Pearson*, Q.C., and *Upjohn*. SOLICITORS, *Ward, Wills, Witham, & Lambert*; *Markby, Wilde, & Johnson*; *Norton, Rose, Norton, & Co.*; *Hovell Thomas*.

**HIGH COURT.—CHANCERY DIVISION.****Re HIGGINS AND PERCIVAL'S CONTRACT—Kay, J., 20th June.**

VENDOR AND PURCHASER—UNDERLEASE—EVIDENCE OF PERFORMANCE OF COVENANTS—RECEIPT OF RENT FROM GROUND LANDLORD—CONVEYANCING ACT, 1881, s. 3 (5).

This case raised the question whether, on the sale of an underlease, the production of a receipt given by the superior landlord for ground-rent paid to him by the underlessee under a threat of distress, was sufficient evidence, under the Conveyancing Act, 1881, s. 3, sub-section 5, that all the covenants and provisions in the underlease had been duly performed and observed. It was contended on behalf of the vendor that it was sufficient, on the authority of *Sapsford v. Fletcher* (4 T. R. 511) and *Carter v. Carter* (5 Bing. 406), which laid down that to an avowry for rent due on an underlease the tenant could plead payment of ground-rent to the original landlord, such payment not being voluntary, but compulsory, and made under penalty of distress.

KAY, J., without calling on the purchaser, held the receipt insufficient under section 3, sub-section 5. A receipt for rent constituted a waiver of all previous breaches of covenant, and the section provided that on its production the performance of the covenants was to be assumed. But it must be the receipt of the person to whom the rent was payable, not of someone else, because it was the voluntary giving of the receipt which constituted the waiver. The superior landlord could only waive the covenants contained in the original lease, not those in the underlease.—COUNSEL, *Miller*, Q.C., and *Hadley*; *Brinton*. SOLICITORS, *Gadsden & Treherne*; *Chester, Mayhew, Broome, & Griffiths*.

**Re CURRIE, BJORKMAN v. KIMBERLEY—Kay, J., 14th June.**

WILL—CONSTRUCTION—APPOINTMENT—"CLEAR VALUE"—PROBATE AND LEGACY DUTY—TESTAMENTARY EXPENSES—RESIDUE.

The testatrix, in exercise of a general power of appointment under her marriage settlement, appointed that the trustees of the settlement should stand possessed of so much of the trust funds as should be "of the clear value of £1,000," in trust to pay the same to the trustees of her will, upon trust to pay the same to C. J. Vernon. After several other appointments in similar language, the will contained an appointment of the residue. The question in dispute was whether probate and legacy duty and testamentary expenses on the appointed sum of £1,000 and similar appointments were payable out of such funds respectively, or out of the



sum appointed as residue, so as to leave the prior appointments free. There was no direction in the will as to payment of debts, duty, or expenses.

KAY, J., said that the interposition of the trustees of the will did not affect the question. But for the words "clear value," the rule would apply that an appointment of the residue of a fund in this way was a gift of a definite sum, not a gift of residue in the ordinary sense. But the intention of the testatrix was obviously to clear the sum of £1,000 of all deductions, and to effect that it was necessary to reduce the residue. Therefore, all the outgoings upon the prior appointments must be discharged out of the part of the fund appointed as residue.—COUNSEL, *Ince, Q.C.*, and *A. Young*; *Marten, Q.C.*, and *Nalder*; *Blakesley, Solicitors, Collyer, Bristow, & Co.*; *Kearney, Hawes, & Walsh*; *Morice, Toller, & Blakesley*.

JOHNSTON v. HILL—Chitty, J., 18th June.

WILL—CONSTRUCTION—RULE OF PERPETUITIES—REMOVAL—EVIDENCE DEFERS THE WILL—DONOR FOR LIFE PAST AGE OF CHILD-BEARING.

In this case the question arose as to whether, in determining the question of remoteness under a will, the court will take into consideration evidence that the donee for life is a woman of an age past child-bearing. It appeared that the testator had, in effect, given property to his daughter for life, and after her death to her children and grandchildren on attaining twenty-one. The daughter was at the date of the testator's will about fifty-two years of age, and at the date of his death about sixty-one years.

CHITTY, J., said that, were it open to him to admit the evidence as to the donee's being beyond the age of child-bearing, the age of the lady as at the date of the death, and not as at the date of the will, would be the age to be considered. However, the case of *Gee v. Audley* (1 Cox, 324) was a clear authority of more than one hundred years since against the admissibility, in a case of the present kind, of any such evidence as that a woman was past child-bearing. If the court were to hold that an inquiry into the possibility of a woman being or not being capable of bearing children was admissible in such a case as the present, it would also be bound to admit similar inquiries in other cases, and there would be a general rule established as to making such inquiries with regard to persons of both sexes and of all ages. Although it appeared that in the case of *Cooper v. Laroche* (39 W. R. 438, 17 Ch. D. 368) Malins, V.C., had admitted such evidence and upheld the gift on the ground that the woman had passed the age of child-bearing, yet that decision had not only the appearance of one given unadvisedly, but also was directly at variance with the Vice-Chancellor's previous holding in *Re Sayer's Trusts* (15 W. R. 617, 6 Eq. 319). He held that the court could not go into the question of age.—COUNSEL, *Byrne, Q.C.*, and *Method*; *Romer, Q.C.*, and *Wilkinson*; *Sir Arthur Watson, Q.C.*, and *G. Henderson*; *Farwell, Nalder, Badcock, Curtis Price, Procter, Davenport, Bramwell Davis, and D. F. Burton*. SOLICITORS, *Hopgood*; *Foster & Dawson*; *Long & Gardiner*; *Blewitt & Tyler*; *A. R. & H. Steele*; *Rollit & Sons*.

Re THE EARL OF WINCHILSEA'S POLICY TRUSTS—North, J., 16th June.

POLICY OF LIFE INSURANCE—PAYMENT OF PREMIUMS BY PERSON NOT BENEFICIAL OWNER—TRUSTEE—INDEMNITY—LIEN ON PROCEEDS—SALVAGE.

The question in this case was, whether a trustee, who had out of his own moneys paid a premium necessary to prevent a policy of life assurance from lapsing, was entitled to a lien on the proceeds of the policy in respect of the sum which he had thus paid. The claimant was the surviving trustee of a term of 100 years (determinable on the death of the Earl of Winchilsea) created by a settlement in certain estates. The trusts of the term were, to pay the rents of the estates to the Earl, until he should assign or charge the estates or the rents, or should do or suffer to be done anything whereby the estates or the rents, if vested in or payable to himself, would by operation of law or otherwise become vested in, or payable to, some other person; and after the determination of this trust, upon certain discretionary trusts for the benefit of the Earl, and his wife and children. By the Earl of Winchilsea's Estate Act, 1865, it was provided that the Earl, from time to time, with the consent of the trustees of the term, might raise for the purposes of the Act, on the security during the life of the Earl of all or any part of the estates composed in the term, and, if requisite, with the collateral security of any assurances on the life of the Earl, any sums not exceeding in the whole £50,000, and, in order to secure the repayment of the principal sums so raised, with interest, and the moneys from time to time payable for effecting and keeping on foot the assurances, the Earl, with the like consent, might mortgage for his life the settled estates, or any part thereof, to the persons advancing the principal sums, and that the mortgages should be paramount to the term. It was further provided that, from and after the passing of the Act, the trustees "may and shall" make such provision as they from time to time think proper for the due application during the life of the Earl of a sufficient part of the rents for certain specified purposes—viz. (1) for the payment from time to time of the interest upon some already existing incumbrances on the estates; (2) for the payment of the expenses of the execution of the Act; (3) for the payment from time to time of interest on the principal sums raised by the Earl under the Act, and of the sums requisite for effecting and keeping on foot the assurances constituting the collateral security for the payment of those principal sums. After the passing of this Act the Earl, under the powers conferred on him by it, and with the consent of the trustees, raised £50,000 by means of a mortgage of part of the estates and of two policies of assurance, one for £7,000 and the other for £43,000, on the life of the Earl. The mortgage deed reserved the equity of redemption of the policies to the Earl. The trustees of the term entered into receipt of the rents, and out of them, so far as they would extend,

they from time to time paid the interest due in respect of the charges on the estates and the premiums on the policies. In 1870 the Earl was adjudicated a bankrupt, and in March, 1886, one of the two trustees of the term died. In December, 1886, a premium of £2,390 became due on the policy for £48,000. The rents of the estates had become insufficient for the payment of all the charges for the payment of which they were, under the provisions of the Act, to be applied, and the surviving trustee of the term, in order to save the policy from lapse, paid the premium out of his own pocket. He had not been requested to make the payment, either by the mortgagees or by the trustee in the Earl's bankruptcy. In June, 1887, the Earl died, and in September, 1887, the mortgagees received £55,000, the amount of the two policies. They retained the sum which was due to them on their security, and there then remained in their hands a balance of £2,278. This sum was claimed by the trustee in the bankruptcy, and the surviving trustee of the term claimed it in part repayment of the premium which he had paid. The mortgagees paid the balance into court under the Trustee Relief Act, and the trustee of the term applied for payment out to him. It was contended on his behalf, on the authority of *Re Leslie* (23 Ch. D. 552), that he was entitled to a lien on the proceeds of the policy for the premium which he had paid, "by reason of the right of trustees to an indemnity out of their trust property for money expended by them in its preservation."

NORTH, J., dismissed the petition. He said that the law applicable to such a case was clearly laid down by Fry, L.J., in *Re Leslie*, and the principles enunciated by him were in substance adopted by the Court of Appeal in *Fulke v. Scottish Imperial Insurance Co.* (34 Ch. D. 234, 31 SOLICITORS' JOURNAL, 109). In those cases the court intended to lay down exhaustively the cases in which a person who paid a premium on a policy of life insurance was entitled to a lien on the proceeds of the policy for the amount which he had paid. It was contended that the trustee in the present case came under one of the heads mentioned by Fry, L.J. But that depended on the right of a trustee to indemnity out of his trust fund for money expended by him in its preservation. That right was limited to an indemnity "out of the trust fund." In the present case the trustee of the term had no trust and no duty in relation to the policy moneys, and could have no right to an indemnity out of that which was not trust property.—COUNSEL, *Cookson Crasanthorpe, Q.C.*, and *Farwell*; *Cosens-Hardy, Q.C.*, and *H. Terrell*; *Hornell*. SOLICITORS, *Burch, Whitehead, & Davidson*; *Lumley & Lumley*; *Arnold & Henry White*.

THE BIRMINGHAM VINEGAR BREWERY CO. (LIM.) v. THE LIVERPOOL VINEGAR CO. AND W. D. HOLBROOK—North, J., 11th June.

TRADE NAME—INFRINGEMENT—INJUNCTION—USE OF ANOTHER PERSON'S NAME.

This was a motion by the plaintiffs for an order restraining the defendants, and each of them, their servants, agents, &c., until the trial of the action, or further order, from selling or representing any goods manufactured by the defendant company as being "Holbrook's Worcestershire Sauce," and from representing or doing anything which should lead to the belief that the articles manufactured and sold by the defendant company were the goods or manufacture of the plaintiffs; or that the defendants were the proprietors of the articles known by those names. Previously to the year 1870, and up to the year 1879, Messrs. Tompason carried on the business of vinegar brewers as the Birmingham Vinegar Brewery Co. In 1879 they transferred their business to the present plaintiffs. In 1870 the firm engaged the defendant Holbrook as a traveller. In 1875 they commenced to manufacture sauce, and it was arranged with Holbrook that the sauce should be labelled with and advertised by the name of Holbrook, and the sauce became known and acquired a reputation by that name. When the transfer of the business to the plaintiff company took place, Holbrook assented to the use of his name by them, and accordingly they continued to use his name as it had been used previously, selling the sauce manufactured by themselves as "Holbrook's." In December last Holbrook left the employ of the plaintiff company, and he afterwards assigned to the defendant company the right to use his name in connection with a sauce made by them. In March, 1888, the defendant company circulated an advertisement, which stated that they were the sole proprietors of "Holbrook's Worcestershire Sauce," and they inserted in a newspaper an advertisement which stated that they had purchased from Holbrook, who had severed his connection with the Birmingham Vinegar Brewery Co. (Limited), the right and title to manufacture all the various goods bearing his name, and in particular Holbrook's Worcestershire Sauce.

NORTH, J., held that the plaintiffs were entitled to an injunction against the defendants. The arrangement between the plaintiffs' predecessors and Holbrook was, that they should make a sauce which he was to sell for them, and, as the sauce must have some name, it was agreed that his name should be used, and it had been sold for some years, and had acquired a reputation under that name. There was ample consideration for the arrangement in its being made for the mutual benefit of the two parties. When the plaintiff company was formed Holbrook recognized their right to use his name. This arrangement continued until his connection with the plaintiffs was severed, about the end of last year. It seemed to his lordship that the plaintiffs had acquired the right to use Holbrook's name, and their sauce had acquired a reputation under the name, and the evidence showed that some persons, at any rate, knew the sauce as the manufacture of the plaintiffs. The defendant company had entered into an arrangement with Holbrook under which they proposed to use the name of "Holbrook's Worcestershire Sauce," and they had advertised themselves as the exclusive proprietors of the article. What was their object in doing this? In his lordship's opinion their object was to

acquire the reputation of the plaintiffs. There was no evidence that they were making or proposing to make the article which was manufactured by the plaintiffs. His lordship had not the least doubt that the defendants' object in taking the name was to obtain for the defendant company the benefit of the sale of the article which had been previously enjoyed by the plaintiffs. The evidence showed that the defendant company had purchased the right to use Holbrook's name, and nothing else. This was not a legitimate object. The fact that the plaintiffs have for many years sold their article under Holbrook's name was clear, and it was equally clear that the defendants wished to obtain the benefit of the reputation thus acquired. How did the defendants seek to justify this? They said that a man had a right to use his own name, and to sell his own goods. But there was no evidence that Holbrook was doing anything of the kind. The evidence was that he had sold the right to use his name to other persons, who were using his name for the purpose of selling their own goods. Even if Holbrook was selling his own goods under his own name, instead of only authorizing other persons to use his name, it would be his duty to take care that, in using his own name, he was not passing off his own goods as those of another. Under the circumstances it would be his duty to make use of such an addition to his own name as would make it clear that the goods which he was selling were not the same as those which had become well known as manufactured by the plaintiffs. Under the circumstances, what the defendants had done amounted to "fraud," within the meaning of the cases.—COUNSEL, *Cosens-Hardy, Q.C.*, and *Sturges; Neville, Q.C.*, and *MacConkey; E. S. Ford. SOLICITORS, Cooper; Thoroughgood & Tabor; John Wilkinson.*

#### HILTON v. TUCKER—Kekewich, J., 13th June.

BILL OF SALE—PLEDGE—VALIDITY—DELIVERY TO PLEDGEE—DOCUMENT REGULATING THE RIGHTS OF THE PLEDGEE—CONTRACT FOR PLEDGE—DELIVERY SUBSEQUENT TO ADVANCE—BILLS OF SALE ACTS, 1878 AND 1882.

In this case the plaintiff Hilton was requested in November, 1883, by Tucker to make him an advance on the security of some title deeds, and agreed to do so, but before the agreement was carried out it was arranged, at Tucker's suggestion, that instead of the deeds he should deposit a collection of portraits, prints, and other effects, as security for the advance, in a room to be provided by Tucker, but to be under the control of the plaintiff. The plaintiff thereupon, on November 19, advanced £1,250 to Tucker, for which a bond was given. Tucker took a room in Oxford Mansions, Oxford-street, and on December 21 the collection was moved into it. On that day he wrote the plaintiff a letter announcing that fact, and that he had arranged with one Larking to make a list of the prints and other articles on the spot, and concluding: "Larking has the key, which I place entirely at your disposal." On the 24th of December a further advance of £1,250 was made by the plaintiff to Tucker, and a bond given for it on the 11th of January, 1884. On the same day (11th of January) Tucker wrote the plaintiff another letter, as follows: "You having advanced to me the sum of £2,500 on two bonds for £1,250 each executed by me, I hereby request and authorize you to retain possession of my collection of engraved portraits, prints, and all other property now deposited by me in a certain room in Oxford Mansions, Oxford-street, the key of which room is at present in your possession or power; and I hereby acknowledge your right to retain possession of such portraits, prints, and effects until the whole sum is paid, with interest at five per cent. from the date of the bonds respectively.—STEPHEN J. TUCKER." Tucker died in January, 1887, and the defendant was his administratrix. The plaintiff did not take physical possession of the property or have sole possession of the key till Mr. Tucker's death. Tucker, however, had access to the room from the first, and exercised various acts of control over the collection from time to time. The plaintiff claimed (1) a declaration that he was entitled to retain possession of the goods as security for the principal and interest of his advances; (2) a sale under the order of the court, and application of the proceeds in payment of what should be due to him; (3) an injunction to restrain the defendant from taking possession of or removing the goods, and the appointment of a receiver. The defendant's contention was that there was no valid pledge, and that the letter of January 11 (which was the plaintiff's only title to the goods), being unregistered, and incapable of registration as a bill of sale, the plaintiff's claim must fail. The cases referred to were *Ex parte Hubbard* (35 W. R. 2, 17 Q. B. D. 690); *Reeves v. Copper* (5 Bing. N. C. 136); *North Central Wagon Co. v. Manchester, Sheffield, and Lincolnshire Railway Co.* (34 W. R. 439, 32 Ch. D. 477); *Whitehead v. Clifford* (5 Taunt. 518); *Ellis v. Hunt* (3 T. R. 464); *Ex parte Gloss* (33 W. R. 228, 14 Q. B. D. 386); *Re Cunningham* (33 W. R. 387, 28 Ch. D. 682); *Ex parte Parsons* (34 W. R. 329, 16 Q. B. D. 532); *Meyerstein v. Barber* (15 W. R. 173, 2 C. P. 38); and *Ancona v. Rogers* (24 W. R. 1000, 1 Ex. D. 285).

KEKEWICH, J., said that the plaintiff's case was that there had been a valid pledge of the goods. It appeared from the words of Bowen, L.J., in *Ex parte Hubbard* (17 Q. B. D., at p. 698), that delivery was an essential part of a pledge, and from those of Willes, J., in *Meyerstein v. Barber* (2 C. P., at p. 51), that a mere contract to pledge was not sufficient to carry the legal property in the goods. Neither the Bills of Sale Act, 1878, nor that of 1882 applied either to parol contracts or pledges, and a pledge by contract and delivery could now be enforced without reference to those Acts. In the present case the plaintiff had agreed to make certain advances on the security, ultimately, of these goods. The first advance of £1,250 was made on the 19th of November, 1883, and a further advance of £1,250 about a month later, the delivery of the goods being practically contemporaneous with the second advance. The contract by itself was not sufficient to pass any property, general or special, in the goods. But at the time of the second advance they were deposited in a room in Oxford Mansions, which was rented

for the purpose by Tucker, and the key of which room was kept hung up in the office of the steward, as was usual in the case of flats. Then, in the letter written at the same time (21st of December, 1883), Tucker wrote "Larking has the key, which I place entirely at your disposal." The key was there, and it was immaterial in whose actual physical possession it was, or that it also remained at the disposal of Tucker himself. Then, on the 11th of January, 1884, Tucker wrote the letter which was alleged to be a bill of sale. Certainly authority to retain did not necessarily imply that possession had already been given, but the letter went on, "the key of which room is at present in your possession or power." There was nothing in Tucker's access and control inconsistent with Hilton's possession. All the cases cited as to the effect of delivery of keys merely indicated that, in order to amount to constructive possession, the key must be delivered under such circumstances that it really passed full control over the goods. The key was used as a symbol in cases where it was practically impossible to hand over the goods themselves. As to the question of law, whether delivery must, in order to make a valid pledge, be contemporaneous with the advance, his lordship was not aware of any authority that delivery must be contemporaneous, provided that there was delivery afterwards in fulfilment of the contract, and *Reeves v. Copper* was, till overruled, a binding authority the other way. Irrespective of that case, however, his lordship could not understand why actual delivery must be contemporaneous with the advance, and there seemed to be very little opening for fraud in holding that if money were advanced on a contract that goods should be delivered, and the goods were afterwards delivered in pursuance of the contract, the transaction constituted a valid pledge. The plaintiff was entitled to the relief he asked.—COUNSEL, *Henn Collins, Q.C.*, and *Bradford; Barber, Q.C.*, and *Alfred Rowden. SOLICITORS, Curtis & Hilton; H. G. Godfray.*

#### HIGH COURT.—DIVORCE, &c., DIVISION.

##### PHILLIPS v. PHILLIPS—19th June.

HUSBAND AND WIFE.—JUDICIAL SEPARATION.—INJUNCTION.—SEPARATE PROPERTY.—DISPUTED TITLE.—INQUIRY BY REGISTRAR.—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), s. 17.

This was a wife's suit for a judicial separation on the ground of her husband's cruelty. On the 6th of March, 1888, the court granted an injunction restraining the respondent from selling or otherwise disposing of the furniture then in his house, which furniture was claimed by the petitioner as being her separate property. On the 21st of April, 1888, the petitioner obtained a decree for a judicial separation. The petitioner had given notice of motion for an order on the respondent to deliver up the furniture referred to in the injunction, but the respondent, who appeared in person, having claimed the furniture as his own, application was made for an inquiry as to the title to the furniture under section 17 of the Married Women's Property Act, 1882.

BUTT, J., said that the proper course would be to direct an inquiry by the registrar as to the title to the furniture, since section 17 of the Married Women's Property Act, 1882, empowers a judge, "in any question between husband and wife as to the title to or possession of property," to "direct such application to stand over from time to time, and any inquiry touching the matters in question to be made in such manner as he shall think fit." The application to deliver up the furniture would stand over until after the registrar's report.—COUNSEL, *C. A. Middleton. SOLICITORS, Abbott & Earle.*

## LAW SOCIETIES.

### SOLICITORS' BENEVOLENT ASSOCIATION.

#### ANNIVERSARY FESTIVAL.

The twenty-eighth anniversary festival of the Solicitors' Benevolent Association was held on Thursday, the 14th inst., at the Whitehall Rooms, Hotel Métropole, Mr. NATHANIEL TERTIUS LAWRENCE taking the chair. Upwards of one hundred gentlemen were present, among them being Lord Lingen, K.C.B.; Mr. Justice Kekewich; Sir J. Parker Deane, Q.C., D.C.L.; His Honour Judge Francis Bacon, and Mr. Lewis Fry, M.P.

The CHAIRMAN proposed the health of "Her Most Gracious Majesty the Queen," observing that it was the more appropriate on this occasion, because her Majesty's sympathy and sorrow and suffering had been universally made known. He then gave the toast of "H.R.H. the Prince of Wales, the Princess of Wales, and other members of the Royal Family."

The toasts having been received with loyal enthusiasm,

The CHAIRMAN submitted the toast of "The Houses of Lords and Commons," observing that we heard a great deal in the present day about the reform of the House of Lords, but he confessed that the word "reform" was not altogether agreeable to him, especially when applied to the venerable institutions of our country. There were some words which were exceedingly familiar to them, which would be much more applicable to the House of Lords than the word "reform." They had all heard the words, "maintaining in good repair and condition." Far be it for him to say that there might not be modes of repair which were unknown to the wisdom of our ancestors which had yet to be discovered, but there was one mode of repairing and renovating the House of Lords, which had been practised with great success for many centuries, and that was the promotion into that august assembly of all that was most distinguished in the law, the church, and the army, and not less in the Civil Service. That service contained men of the greatest capacity, the greatest ability, and the most unimpeachable honour and integrity, and they were honoured to-night with the presence of a very



distinguished member of that service, he meant Lord Lingen, whom he would ask to return thanks for the House of Lords. As regarded the House of Commons, standing in this assembly he was sure they would not be surprised if he quoted Lord Coke's Institutes. He found in those learned volumes that in one early Parliament, the writ summoning the Parliament contained a prohibition, which was founded upon an ordinance of the House of Lords, against the election of any man of the law to that Parliament, and it is observed in the law books that that Parliament was a lack-learning Parliament, and that no good law was ever passed thereat. He was under the impression that there was no such prohibition in the writ summoning the last Parliament, for the present House of Commons did contain a great many lawyers, very eminent men in the profession, and one of these, Mr. Lewis Fry, he would call upon to return thanks.

The Right Hon. Lord LINGEN, K.C.B., in acknowledging the toast on behalf of the House of Lords, expressed his belief that the sentiment and sober sense of the people of the country, even under the most democratic institutions, would never permit them to do away with the second chamber. In modern politics, no doubt, election was a political driving force of the utmost power, to a certain extent they might say of the greatest necessity, but it did not supply every need that was required in political life. The man who was looking for re-election, unless he was a very exceptional person, would not readily, at any rate, volunteer to be the champion of an unpopular cause; but he need not say that very often the unpopular cause had proved itself by the result to have been the right cause. He was far from saying that the House of Lords ought not to undergo that periodical revision and adaptation which all human institutions required, and it certainly seemed to him not to be at all unlikely to undergo them. The House of Lords was pre-eminently a wealthy assembly, and, after all, wealth, hereditary wealth, wealth of ancient date, wealth that was identified with the efforts and history of the country, was not an element to be despised in constituting a second chamber, and that element the House of Lords possessed. He hoped that if the hereditary principles were modified it would not be abolished; for the man who took his place by hereditary right owed his seat to the favour of no minister or constituency, and was, therefore, exempt from a great many temptations both of hope and fear.

Mr. LEWIS FRY, M.P., returned thanks for the House of Commons. He said it had been the custom of late to speak in somewhat apologetic tones of the House of Commons, and he must confess that the House of Commons had possibly given some occasion for being referred to in that way. Yet he thought they would approve of the reform which had taken place in the House. The House had reformed its mode of procedure, it had reformed its hours, which were really becoming disreputable, and mended its manners, which certainly had tended to become a little rowdy. He believed the House of Commons, in the changes which had been made, had had the thorough sympathy and approval of the country. He thought they might say, without undue laudation of the House of Commons, that it still contained within itself men who were representative of the ability and high character of the country, and that it had as large an infusion of men of whom that might be said as at any time in its past history. There were no doubt some evils connected with the development of popular institutions, but he thought they might congratulate themselves that they at present saw no signs of that separation between the political life of the country and the intellectual life and high character of the country, which unfortunately was taking place in some other parts of the world. It would be a great misfortune if such a line of separation were drawn, but recent events had shown that independence of mind and judgment had not altogether departed from the sphere of politics, and that there were to be found among our public men, those who would overlook the ties of party should occasion require, and that those they believed that the vital interests of the country were at stake, that they were prepared to put patriotism before party.

Mr. JOHN HOLLAMS gave the toast, "The Bench and the Bar," referring to the popularity of her Majesty's judges, which he ventured to think was to a considerable extent to be attributed to the fact that popularity was not courted by them. At the same time, it would be difficult to believe that any judge was wholly insensible to a feeling of pleasure, if he knew that the way in which he discharged his anxious, arduous and difficult duties was appreciated by those who, perhaps more than the general public, were capable of forming an opinion upon the subject. At the same time, it struck him as extraordinary that that popularity should be so marked, when it necessarily happened in almost every case that the judge must decide against one solicitor, and they all knew the interest solicitors took in their cases, and the feeling of disappointment which resulted from an adverse decision. But they had the knowledge that the case was almost sure to have been heard patiently, and that every one concerned had been heard with courtesy. The position of the bar had always been a proud one in this country, and it had held a position which had been recognised throughout the civilized world. The advocate was distinguished to-day as of old for the ability with which he conducted his case, and the zeal which he displayed for his client.

The toast having been received with great cordiality.

The Hon. Mr. Justice KEEWICK responded for the Bench. He said it was no light task to be patient and courteous in the discharge of one's duty as a judge, and sometimes that patience and courtesy must break down, and one was always sorry when that occurred. He was exceedingly glad to be present to signify his desire for the welfare of so good an institution. The barristers had their benevolent society, and he wished it were as flourishing as the Solicitors' Benevolent Association.

Sir J. PARKER DEANE, Q.C., D.C.L., returned thanks for the Bar. Speaking of the references which had been made to impending changes in the House of Lords, he said that he had not the slightest doubt there would be changes at the Bar. Those changes he supposed people would say would be for the benefit of the public. Speaking for himself, he could not say that he thought the changes which had taken place, at all events, of late years—he was not speaking now of what he was once familiar with, special demurrers,

and so on—had been for the benefit of the public. He thought it of late had rather suffered for these changes. Colonel Pride, after the battle of Dunbar, had hung the captured standards in Westminster Hall, and he then said, "There is only one thing wanted. Let's get the gowns of all the lawyers and hang them up by the side of these colours, and so send those gentlemen to a more honest trade." He (Sir J. P. Deane) did not think that that would happen in these times. Lawyers did not depend upon the breath of popular applause. They did not depend upon hereditary rights, but they did depend upon a very common feeling—public utility. They were very useful, they were very beneficial. Mr. Hollams had referred to the feelings of the solicitor when the case was decided against him; what were the feelings of the advocate on such an occasion, and upon whom was the entire blame generally thrown?

The CHAIRMAN, in proposing the toast of the evening, "The Solicitors' Benevolent Association, and may prosperity continue to attend it," said: It has been doubted sometimes whether the prosperity of this institution is very materially assisted by these dinners, but a reference to the pecuniary records of the society would prove that the dinners had contributed very materially to its prosperity. But I should not like to put the question exactly upon that ground. We are a number of men who are uniting in a great and beneficent work, and written communications do not quite suffice for the attainment of the object we have in view. I think we should be the last men to undervalue written documents, but written communications are not a satisfactory substitute for social and personal intercourse. And if lawyers were to meet together, they could only do so at the end of the day when the cares and anxieties of their labour were over. To the over-labouring lawyer the evening brings his dinner and a short interval, when he is open to the claims of friendship and charity. This is a very suitable hour in which to bring before you briefly the facts of this great and interesting institution which we have met to help this evening. The institution was established in the year 1858, so that it is just thirty years old. The need of it, I think, we need hardly dilate upon at any length. In all professions it can only be the few who attain riches and eminence—the greater number of every profession must be satisfied, if they can, by dint of great labour and exertion, maintain themselves in the station in which they were born, and provide by economy and frugality what will protect and support those whom they will leave behind them when they die. But disease and death assail every man. They come upon us unawares, and they surprise many an honest man before he has had the time or the opportunity to lay by a provision for those who are dependent upon him. I need not say, standing here, and speaking on behalf of our profession, that we are all proud of our profession. We believe that our profession will stand comparison with every other in those many virtues of industry, integrity, and self-denial by which a man frees himself from the sad necessity of having recourse to institutions of this kind. But, as I said before, misfortune surprises many a man before he has had the time to make that provision, and then it is right that his more successful brethren should come forward as members of an institution of this kind to give help to those who are in want. During the thirty years of the existence of the society we have given away £41,000, and in the year which has elapsed since the last meeting in June, 1887, in this hall, we have distributed £4,000. The cases we have relieved in the year are 192, of whom thirty were members and families of members, and the rest were non-members and their families. Our directors, in considering carefully and weighing all these cases, determined long ago that it was right to spend our income, and they determined also that it was not right to restrict the operations of the charity to those who are members. They felt that the generous men who had entrusted them with large funds to distribute would not be satisfied if they turned away those who are in distress while they had the means to relieve them. Those being their principles, I will give you, as an example of what they do, one or two instances. I have here a case of the widow of a life-member who has received eleven grants between 1876 and 1887, amounting altogether to £552; the widow of an annual subscriber who received ten grants between 1878 and 1887, amounting to £485, that annual subscriber having paid £6 6s. to the society. There are also cases of non-members one widow receiving, between 1881 and 1887, seven grants, amounting to £155, and another, between the same dates, received eight grants, amounting to £205. So that we have given, we may say, to the members about £50 a year as a maximum sum, and to the non-members about £20 a year. The object is to make these grants if possible annually as far as the circumstances of the parties require it and the funds will admit. There are also six annuities, four of which are provided out of the bequest of Miss Reardon of £5,000, one from the noble gift of Mr. Hollams, and the last from the subscriptions of last year, which is called the Victoria Jubilee Annuity. What are our means for doing this? We have a capital sum of £47,000, which produces in these bad times of interest, and after deductions, £1,500 a year. That is all the permanent income that we have. The remainder is made up of casual donations and annual subscriptions. Standing here, and being honoured by being allowed to speak for the widows and orphans whom you have assisted, I feel bound to express the very great gratitude with which they receive the gifts of the association. They say that the grants are of the greatest value to them, and they express the deepest gratitude towards the society. They feel grateful to those who give their money, and grateful to the directors, who give their time and attention and experience to these matters. But, to pursue it a little further, as I said, we have only £1,500 a year permanent income, and the remainder is made up of annual subscriptions and casual donations. Well, casual donations, of course, are things that are variable, and the annual subscriptions diminish as we lose our subscribers by death. During the last year we have lost 114 subscribers. Therefore, really the life of this society is in new members. It must languish and perish unless new people join us. We have about 3,500 subscribers, to whom all honour and credit are due, and I wish I could express as fully as I should like the estimation in which I hold them. But our profession numbers 14,800, so that there are

more than 11,000 who stand aloof from the society. If we could get these 11,000 in, if we had 11,000 guineas in addition to our present income, we might really grapple successfully with the want and misery which exists in the profession. The grants which I have mentioned are most valuable, and they are very warmly and gratefully received, but they are not nearly as large in many cases as we should like them to be. The accounts which come before the Board are sometimes of a very heartrending and painful character. I think the sum and substance of what I have to say on behalf of the society is to urge the desirability of getting new members to join it. They do not present themselves spontaneously in many cases—there are the 11,000 solicitors who have not presented themselves—therefore, if those members whom I see around me, and who take a deep interest in the society, if they will exercise their influence to increase our numbers, they will be doing a very great good. Our object is to give our humble support to the widows of the members of our profession, and means of maintenance and education to their orphans. There cannot be a better and a nobler object. It is worthy of all the exertion which we can bestow upon it. Let us continue our exertions with renewed energy—I should like to say, if I dare, with redoubled energy, and then let us rest assured that our work will be blessed, and our labour will not be in vain.

The toast was drunk unstanding, and with three times three.

At this point Mr. J. T. Scorr (Secretary) announced subscriptions and donations amounting to £1,370, amongst which were the following:—The Chairman, 100 guineas; Mr. Hollams, 50 guineas; the Misses Maynard, 30 guineas.

Mr. HENRY ROSCOE (Chairman of the Board) proposed the health of the Chairman, speaking in high terms of the value of his services, and stating that to him the association were indebted for the acquisition upon this occasion of 192 new members, and he had made almost unprecedented efforts to benefit the association. He had addressed letters to almost every member of the profession who had not hitherto been a member, and this meant very great trouble, and, as a minor matter, no considerable expense. With regard to what had been said about the Barristers' Benevolent Society, he could only say that the sooner they followed the example of the association, as far as holding an annual dinner was concerned, the better, for it was not an expense, but a source of considerable income. At one time he had had his doubts as to the utility of an annual dinner, but they would have done by no means as well had it been abandoned. Of the great good effected by the association he was convinced, and he was sure the funds so liberally given were well disposed of. Many cases which came before the Board were of a most heartrending character. Gentlemen who had been in the full swing of business were cut off in their prime, and, unfortunately, sometimes they had not provided for those whom they most dearly loved, and who were absolutely dependent upon them. In many cases the grants the association made were of the most material assistance, and he might mention a case in which a widow and her family were assisted. The eldest son was at the time not out of his articles, but four years after, having then entered the profession, he had been able to return the amount which had been granted, and had become a member of the association. The timely relief of the family had enabled the whole family to establish themselves in a way which, but for it, would have been impossible.

The toast was very cordially received and with loud cheering.

The Chairman having returned thanks,

Mr. J. ANDERSON ROSE proposed the health of "The Visitors," in the course of his remarks mentioning several cases of deep distress where the association had been of the greatest benefit. Those who subscribed to the association might depend upon it that their money was wisely, honestly, and beneficially distributed for the benefit of the poor members of the profession.

His Honour Judge FRANCIS BACON returned thanks, observing that in the two courts where he had to administer justice in the East End, he was brought into contact with a class of solicitors who could not practise by deputy, and whose remuneration was too small to enable them to accumulate money. To such as these the association must be of great service.

During the evening a programme of glees and part-songs was excellently rendered, under the direction of Mr. William Coates, by Master Humm, Mr. W. Coward, Mr. Coates, Mr. C. Dalzell, and Mr. R. Hilton.

#### INCORPORATED LAW SOCIETY.

List of qualified members of the society nominated as members of the council to be elected at the annual general meeting on the 6th of July, 1888 (the candidates whose names are marked thus (\*) go out of office by rotation):—

Joseph Addison,\* 2, Bond-court, Walbrook, E.C. (received June 8). Nominated by Nicholas Hanhart, 20, Southampton-street, High Holborn, W.C.; and Melvill Green, Worthing.

John Hunter,\* 9, New-square, Lincoln's-inn (received June 8). Nominated by Nicholas Hanhart, 20, Southampton-street, High Holborn, W.C.; and Ernest E. Lake, 4, Serle-street, Lincoln's-inn.

F. P. Morrell,\* Oxford. Nominated by Ernest E. Lake, 4, Serle-street, Lincoln's-inn; and Melvill Green, Worthing.

Henry Wing, Nottingham. Nominated by Jesse Hind, Nottingham; Ernest E. Lake, 4, Serle-street, Lincoln's-inn; Thos. Horton, Birmingham; C. S. B. Busby, Derby; H. E. Gribble, 38, Bedford-row; J. W. Pye-Smith, Sheffield; W. H. Macaulay, Leicester; and H. K. Hebb, Lincoln.

John Cooper,\* Manchester (received June 9). Nominated by Wm. Slater, jun., Manchester; Thos. Joseph Gill, Manchester; R. W. Marsland, 124, Chancery-lane; and H. E. Gribble, 38, Bedford-row.

Edwin Freshfield, LL.D.\* 5, Bank-buildings, E.C. (received June 9). Nominated by Alfred Markby, 9, New-square, Lincoln's-inn; and J. M. Elliott Collis, 3, Old Serjeant's-inn, W.C.

Wm. Godden,\* 34, Old Jewry, E.C. (received June 9). Nominated by R. W. Marsland, 124, Chancery-lane; and H. E. Gribble, 38, Bedford-row.

Henry Markby,\* 57, Coleman-street, E.C. (received June 9). Nominated by R. W. Marsland, 124, Chancery-lane; and H. E. Gribble, 38, Bedford-row.

Charles Berkeley Margetts,\* Huntingdon (received June 9). Nominated by Arthur M. Ellis, Newmarket; W. Melmoth Walters, 9, New-square, Lincoln's-inn; W. J. D. Andrew, 8, Great James-street, Bedford-row; and H. E. Gribble, 38, Bedford-row.

Thos. Marshall,\* Leeds (received June 9). Nominated by H. E. Gribble, 38, Bedford-row; and Alfred Markby, 9, New-square, Lincoln's-inn.

James Warnes Howlett,\* Brighton (received June 14). Nominated by the Right Hon. H. H. Fowler, M.P., Wolverhampton; and Sir R. G. Raper, Chichester.

Arthur Hepburn Hastie, 65, Lincoln's-inn-fields. Nominated by James R. Fearless, East Grinstead; and J. Balfour Allan, 3, Furnival's-inn.

Robert Ellett, Cirencester. Nominated by Samuel Bircham, 46, Parliament-street; and Charles Goddard, Gray's-inn.

List of qualified members of the society proposed as president and vice-president of the society, to be elected at the same meeting:—

Benjamin Greene Lake, president, 10, New-square, Lincoln's-inn (received June 9). Nominated by Nicholas Hanhart, 20, Southampton-street, High Holborn, W.C.; and Melvill Green, Worthing.

Griham Keen, vice-president, 24, Knightrider-street, Doctors' commons (received June 12). Nominated by F. S. Clayton, 10, Lancaster-place; and Samuel Bircham, 46, Parliament-street.

List of qualified persons proposed as auditors of the society, to be elected at the same meeting:—

John Stephens Chappelow, F.C.A., 10, Lincoln's-inn-fields (received June 8). Nominated by Alex. Forbes Tweedie, 5, Lincoln's-inn-fields, W.C.; and Joseph Prior, 61, Lincoln's-inn-fields, W.C.

Robert William Dibdin, 23, Red Lion-square, W.C. (received June 8). Nominated by J. G. Bristow, 1, Copthall-buildings, E.C.; and E. Robert Still, 5, New-square, Lincoln's-inn.

Wm. Russell Cooke, 3, New-inn, Strand, W.C. (received June 12). Nominated by G. H. Sawtell, 23, Red Lion-square, W.C.; and H. A. Dowse, 6, New-inn, Strand, W.C.

At the annual general meeting of the Incorporated Law Society to be held on the 6th of July

Mr. H. E. GRIBBLE will move: That the resolution passed at the adjourned general meeting held on July 5, 1881, to the effect that meetings of the society should be held in January and April, be rescinded so far as relates to the meeting in April in each year.

Mr. A. G. DIXON will move: That it is in the interests of the public that solicitors should have audience in all courts, including the Court of Appeal.

Mr. F. K. MUNTON will call attention to: (a) The paper read by him at the Hull meeting in 1882: "Ought the execution of writs to be removed from the office of sheriff"; (b) The resolution unanimously passed at such meeting recommending that the execution of final civil process should be removed from the office of sheriff; (c) The annual report of the society for 1883, wherein it is stated that the council after due consideration were unable to adopt the recommendation.

Mr. MUNTON will ask whether the council are aware that a Select Committee of the House of Lords has now reported in favour of the complete severance from the office of high sheriff of all the duties connected with legal proceedings now devolving on under-sheriffs, and whether it is intended to take any, and what, course in relation thereto.

#### LAW STUDENTS' JOURNAL.

##### MIDDLE TEMPLE.

Among the students of the Middle Temple called to the bar last week was Mr. Chan-Toon, a native of Burmah. During his studentship Mr. Chan-Toon competed for the eight principal prizes open to law students and gained them all. At a parliament of the benchers of the Middle Temple the following resolution has been passed:—"The masters of the bench of the Middle Temple desire to offer their best congratulations to Mr. Chan-Toon on his most distinguished career as a student of the inn, and, recognizing the great honour Mr. Chan-Toon has, by his success, gained for the society, the masters of the bench express the sincere hope that his career throughout life may fulfil the promise of its commencement."

##### UNITED LAW SOCIETY.

##### CONGRESS OF LAW SOCIETIES AND LAW STUDENTS.

This congress held its first sitting in Lincoln's-inn Old Hall on Thursday. The proceedings were opened with an address of welcome by the chairman, Mr. A. K. Common. The secretary for societies in union (Mr. S. F. Goodall) then read a paper upon the working of his department. Subsequently Mr. Charles Dunderdale (Manchester) moved a resolution advocating the formation of a "Central Articled Clerks' Society" in London, entirely distinct from the United Law Society. An amendment, however, was moved by Mr. J. L. V. S. Williams (Bristol) in favour of establishing a Department of the United Law Society, with similar objects and including representatives of the country societies, and was carried, on a division, by twenty votes to six.



Various proposals were made by members of the committee and others relating to the union between the United Law Society and the country societies, and were discussed at some length.

The congress meets again on Friday and Saturday, when its meetings will be thrown open to both branches of the profession.

A meeting of the above society was held on Monday, the 18th of June, when Col. Edis (commanding the Artists' R.V.) moved: "That the improvement of our National Defence is a matter of immediate necessity." The following spoke:—For the motion: Messrs. Moyle & Vidler, and Col. Russell (commanding the Inns of Court R.V.); against: Messrs. Common, Kains-Jackson, and Lieut.-Col. Charles Ford. The motion was carried by twenty-one votes.

## LEGAL NEWS.

### APPOINTMENTS.

Mr. EDWARD THOMAS HOLLOWAY, barrister, has been elected a Member of the School Board for London for the Hackney Division. Mr. Holloway was the only son of Mr. Thomas Holloway, and was born in 1856. He was called to the bar at the Middle Temple in April, 1883, and he is a member of the South-Eastern Circuit.

Mr. ALFRED HODGKINSON, solicitor, of 49, Eastcheap, has been appointed Deputy Coroner for the North-Eastern Division of the County of Middlesex. Mr. Hodgkinson was admitted a solicitor in 1874.

Mr. ALFRED CHICHELE PLOWDEN, barrister, has been appointed a Police Magistrate for the Metropolis in succession to Mr. John Smith Mansfield, resigned. Mr. Plowden is the eldest son of Mr. Trevor John Chichele Plowden, and was born in 1844. He was educated at Westminster, and at Brasenose College, Oxford. Mr. Plowden was private secretary to Sir John Peter Grant when Governor of Jamaica. He was called to the bar at the Middle Temple in Hilary Term, 1870, and he has practised on the Oxford Circuit and at the Staffordshire and Shropshire Sessions. Mr. Plowden was appointed Recorder of the borough of Much Wenlock in 1879, and he has been for several years a revising barrister.

Mr. GEORGE BOULTER WELSFORD, solicitor and notary, of Weymouth, has been appointed Clerk to the Mico Charity Trustees. Mr. Welsford was admitted a solicitor in 1856.

Mr. EDWARD THEODORE ALMS, solicitor (of the firm of Pinchard & Alms), of Taunton, has been appointed Solicitor to the Fourth Starr-Bowkett Building Society. Mr. Alms was admitted a solicitor in 1881.

Mr. JOHN BENNETT WILLIAMS, solicitor (of the firm of Clark, Sudbury, Williams, & Green), of Ludlow, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. EDGAR BOGUE, solicitor, of 15, Lincoln's-inn-fields, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Bogue was admitted a solicitor in 1875.

Mr. ROBERT DASHWOOD, solicitor, of No. 5, Victoria-street, Westminster, has been appointed a Commissioner to administer Oaths in the Supreme Court.

## CHANGES IN PARTNERSHIPS.

### DISSOLUTIONS.

GEORGE ASHWORTH and JAMES WALKER (Ashworth & Walker), Waterfoot, Lancashire, solicitors, so far as regards the said James Walker. May 11. [Gazette, June 15.]

GEORGE THOMAS TYERMAN and WALTER GEORGE ANDREWES (Hollingsworth, Tyerman, & Andrewes), No. 4, East India-avenue, London, solicitors. June 14.

MINTON SLATER and JAMES ANTHONY JELlicoe (Slater & Jellicoe), 28, New Bridge-street, Ludgate-circus, London, solicitors. The business will be carried on by the said Minton Slater in partnership with Rowland Addams-Williams, B.A., under the style of Slater & Addams-Williams, at the above address. June 11. [Gazette, June 19.]

### GENERAL.

The Earl of Dartmouth, on Monday last, in the House of Lords, presented a petition from the Huddersfield Incorporated Law Society against the Land Transfer Bill.

Mr. Edward Ridley, one of the official referees, writes to the *Times* to complain of "the inconvenient and inadequate accommodation" now provided for the official referees, two of whom are placed in "the garrets of the Royal Courts."

The fifth report of the Comptroller-General of Patents states that the total number of applications for patents in 1887 was 18,051, for designs 26,043, and for trade-marks 10,586. These numbers are considerably in advance of the average of the three previous years.

Sir James Parker Deane, Q.C., will retire from practice at the end of the present month. The learned gentleman, however, will not resign the offices of Admiralty Advocate, Vicar-General of the Province of Canterbury, and Chancellor of the Diocese of Salisbury, which he at present holds.

The honorary degree conferred on Sir James Hannan at Oxford

afforded an opportunity for undergraduate facetiousness. The learned judge was called upon by the gallery to receive a *degreis nisi*, and asked "Whether he had made his will?" and "Were the proctors intervening?"

A meeting of the Selden Society was held on Wednesday for the purpose of hearing a paper by Mr. F. W. Maitland on a point in the history of trial by jury, on a special plea of hatred and malice. Lord Justice Fry presided. After Mr. Maitland had read his paper, Mr. Justice Wills remarked that it was a very difficult thing to perform the necessary work of imagination and figure to himself in what way the proceedings in the early courts were carried out, and who was the judge, and how he looked, and in what way he called in the agency of the supernatural, and in what manner the testimony and judgment of the neighbours was tendered and received. He could not help thinking that the materials to a very great extent were already in their hands, and that they only wanted sifting and analyzing in order to get a clear picture of what really occurred.

The *Albany Law Journal* says that a prominent young attorney was plaintiff in a case before Justice Brouwer which has finally adjudicated a novel question of law and ethics. The attorney in question has at the foot of the stairway leading to his office a sign large and artistic, which proclaims to the anxious world the locality of his office. The plaintiff claimed that this sign was obscured by shoes hung in front of it by the tenant of the store below, and that thereby many clients were lost, to the great damage of both attorney and clients. The jury, after profound consideration of the testimony, arguments of the counsel, and the charge of the court, rendered a verdict that the plaintiff recover six cents damages and that the shoes be removed instantaneously.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

#### ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., June 25	Mr. Rolt	Mr. Godfrey	Mr. Clowes	Mr. Pemberton
Tuesday ... 26	Godfrey	Rolt	Koe	Ward
Wednesday ... 27	Ward	Godfrey	Clowes	Pemberton
Thursday ... 28	Pemberton	Rolt	Koe	Ward
Friday ... 29	Koe	Godfrey	Clowes	Pemberton
Saturday ... 30	Clowes	Rolt	Koe	Ward
		Mr. Justice NORTH.	Mr. Justice STILLING.	Mr. Justice KEKEWICH.
Monday, June ... 25	Mr. Lavie	Mr. Leach		Mr. Carrington
Tuesday ... 26	Pugh	Beal		Jackson
Wednesday ... 27	Lavie	Leach		Carrington
Thursday ... 28	Pugh	Beal		Jackson
Friday ... 29	Lavie	Leach		Carrington
Saturday ... 30	Pugh	Beal		Jackson

## WINDING UP NOTICES.

*London Gazette.*—FRIDAY, JUNE 15.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

ALMADA and TIRITO CO., LIMITED.—By an order made by Chitty, J., dated June 4, it was ordered that the voluntary winding up of the company be continued. Wilkins & Co., Gresham house, solors for petners.  
CHESTERTON COAL AND IRON CO., LIMITED.—By an order made by Chitty, J., dated June 4, it was ordered that the company be wound up. Morley & Shirreff, Gresham house, solors for petner.  
SPURWAY & CO., LIMITED.—By an order made by Stirling, J., dated May 12, it was ordered that the company be wound up. Lowless & Co., Martin's lane, solors for petner.  
WILKES' METALLIC FLOORING AND EUREKA CONCRETE CO., LIMITED.—Stirling, J., has fixed June 26 at 11.30, at his chambers, for the appointment of an official liquidator.

*London Gazette.*—TUESDAY, JUNE 19.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

AMERICAN EXCHANGE IN EUROPE, LIMITED.—By an order made by Stirling, J., dated June 9, it was ordered that the American Exchange in Europe be wound up. Colyer, Wych st, Strand, solor for petner.  
COMMERCIAL BANK OF LONDON, LIMITED.—By an order made by Stirling, J., dated June 9, it was ordered that the Commercial Bank be wound up. Eldred & Bignold, Queen Victoria st, solors for petners.  
GENERAL HOUSEHOLD STORES CO., LIMITED.—By an order made by Stirling, J., dated June 9, it was ordered that the voluntary winding up of the company be continued. Smith & Co, Broad st, agents for Wright & Co, Leicester, petners' solors.  
KENSINGTON FINE ART ASSOCIATION, LIMITED.—Petn for winding up, presented June 16, directed to be heard before Kay, J., on Saturday, June 30. Wild & Co, Ironmonger lane, solors for petner.  
MID-KENT BRICKWORKS, LIMITED.—Creditors are required, on or before July 12, to send their names and addresses, and particulars of their debts or claims, to Frederick William Lawrence, Oakleigh, Beckenham. Monday, July 16, at 12, is appointed for hearing and adjudicating upon debts and claims.  
NIELD & CO, LIMITED.—Petn for winding up, presented May 11, directed to be heard before North, J., on June 30. Harrison & Davis, Chancery lane, solors for petner.  
PLYMOUTH GENERAL OMNIBUS AND CARRYING CO., LIMITED.—Petn for winding up, presented June 18, directed to be heard before Stirling, J., on June 30. Bell & Co, Bow Churchyard, agents for Bewes & Co, Stonehouse, solors for petners.  
SOUTH COAST STEAM SHIPPING CO., LIMITED.—Petn for winding up, presented June 16, directed to be heard before North, J., on June 30. Herbert, Cork st, solor for petner.  
SOUTH DORSET BREWERY CO., LIMITED.—Creditors are required, on or before July 13, to send their names and addresses, and the particulars of their debts or claims, to John Thompson Hall, 44, High row, Darlington. Wednesday,

July 25 at 12, is appointed for hearing and adjudicating upon the debts and claims  
**WILLOWS STREET CO., LIMITED.**—By an order made by Stirling, J., dated June 9, it was ordered that the company be wound up. Tamplin & Co., Fenchurch st, solers for petner

#### FRIENDLY SOCIETIES DISSOLVED.

**FRIENDLY SOCIETY**, White Hart Inn, Headless Cross, Redditch, Warwick. June 15  
**SANCTUARY ALMA ANCIENT ORDER OF SHEPHERDS FRIENDLY SOCIETY**, Woodman Tavern, Norwood. June 15  
**WHITTINGTON MEN'S BENEFIT SOCIETY**, Boot Inn, Whittington, Salop. June 12  
 SUSPENDED FOR THREE MONTHS.  
**KNAVE OF CLUBS BIRMINGHAM SOCIETY**, Royal Standard, Arundel st, Mile End New Town. June 14  
**RED, WHITE, AND BLUE FRIENDLY SOCIETY**, Talbot Inn, Kilmote, Lutterworth, Leicester. June 14

### CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, June 8.

**ABBATT, THOMAS**, Leeds, Yeoman. July 3. Haunch v Abbatt, Chitty, J. Wilkinson, Leeds  
**LEKSON, ROBERT**, Ashby de la Zouch, Joiner. July 9. Smith v Trussell, North, J. Burton, Burton on Trent

*London Gazette.*—FRIDAY, June 15.

**BELL, ANN**, Irthington, Cumberland. July 10. Bell v Farish, Kay, J. James & James, Ely place  
**BROWN, MARY ANN**, Fordham, Essex. July 16. Green v Brown, Chitty, J. Riden, Chancery lane  
**LANDRELL, WILLIAM**, Newcastle on Tyne, Printer. July 13. Tewart v Landells, Chitty, J. Scott, King William st  
**SHAW, WILLIAM**, Borth, Cardigan, Gent. July 12. Gundry v Shaw, Chitty, J. Boycott, Chapel en le Frith  
**THORNTON, WILLIAM**, Reigate, Auctioneer. July 10. Kelsey v Thornton, &c., North, J. Morrison, Reigate

*London Gazette.*—TUESDAY, June 19.

**HENLEY, EDWARD**, Gray's Inn place. July 12. Davis v Penny, Stirling, J. Biggs, Portugal st  
**TAYLER, CALER**, Lewisham High rd, Doctor of Medicine. July 17. Tayler v Young, Stirling, J. Rooke, Lincoln's Inn fields

### UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, June 12.

**AMBROSE, LUCY**, Church lane, Battersea. July 2. Cockram Taylor, Essex st  
**AYLES, WILLIAM HENRY**, Mincing lane, Gent. July 19. Johnson & Co, Winchester House, Old Broad st  
**BEARDALL, THOMAS**, Mansfield Woodhouse, Notts, Farmer. July 7. Towle & Co, Nottingham  
**BETHUNE, FRANCES CECILIA**, Queensberry pl, South Kensington. July 7. Morse, Lime st sq  
**BROUGHTON, WILLIAM**, Stoke Albany, Northampton, Grazier. Nicholson, Market Harborough  
**BROUGHTON, WILLIAM**, Brunswick pl, Leeds, Veterinary Surgeon. July 21. Bulmer & Lawson, Leeds  
**BURGESS, ANNA MATILDA PERRET**, Glastonbury, Somerset. July 16. Bulleid, Glastonbury  
**CHAPMAN, SIDNEY**, Thorpe st, Scarcroft rd, York, Pawnbroker. Aug 14. Procter, York  
**CHILD, REBECCA**, Forty hill, Enfield. July 23. Pridcaux & Sons, Goldsmiths' Hall  
**CLARE, JAMES**, Bishopstoke, Southampton, Gardener. July 20. F I & J O Warner, Winchester  
**COOMBE, JOHN**, Margaret st, Cavendish sq. July 31. Anderson Rose, Hallsbury st  
**CULLING, ROBERT JOHN**, Keinton, Mandeville, Somerset, Stone Merchant. July 16. Bulleid, Glastonbury  
**CURTIS, JOHN CHARLES**, Villa rd, Brixton. July 25. Curtis, Bournemouth  
**DARR, JAMES**, Brighton, Gent. July 7. Nye, Brighton  
**DOWSE, JOHN THOMAS**, Felham rd, Wanstead, Essex, Gent. July 18. Stock, Bridge chhrs  
**LUNTS, CHARLES ELLI**, Birmingham, Furniture Dealer. June 25. Rollason, Birmingham  
**EVATT, ROBERT WILLIAM**, Liverpool, Gent. July 10. Miller & Co, Liverpool  
**FRANCIS, EDWARD**, Muswell hill, Merchant. Aug 10. Tamplin & Co, Fenchurch street  
**GRANGE, JOHN BAILEY**, Windsor st, Hoxton, Clerk. Aug 7. Beard & Sons, Basinghall st  
**LEIGH, CHARLES RICHARD BANASTERS**, Adlington Hall, Chester, Esq. July 20. Mair & Hunt, Macclesfield  
**MASSEY, FREDERICK**, Liverpool, Merchant and Steamship Owner. July 24. Miller & Co, Liverpool  
**MILES, SIR PHILIP JOHN WILLIAM**, Bristol, Bart. July 8. Williams & James, Norfolk st  
**MORTON, MATTHEW**, Roundhay rd, Leeds, Stationer. July 5. Harrison & Lupton, Leeds  
**NEDHAM, JULIA**, Hornoncastle, Lincoln. Aug 20. Berridge & Miles, Leicester.  
**OWEN, GEORGE**, Albert rd, Harborne, nr Birmingham, Licensed Victualler. July 16. W. & F. W. Lowe, Birmingham  
**ROBERTS, WILLIAM**, Ogwen terr, Bethesda, Llanllechid, Carnarvon, Tailor. July 31. Gray, Bangor  
**SALT, GEORGE**, Oldham rd, Manchester, Tea Dealer. June 18. Elliott & Elliott, Manchester  
**SEYMOUR, ALFRED**, Chesterfield gardens, Mayfair. July 8. Still & Son, New sq  
**SMITH, ELIZABETH ELIZABETH**, Headingley, Leeds. July 1. Dawson & Chapman, Leeds  
**TURNBULL, ISABELLA**, Egglecliffe, Durham. July 7. Archer, Stockton on Tees  
**WHITE, GEORGE PRESTON**, Queen Anne's Gate, St James's Park, Esq. Aug 1. Radcliffe & Cator, Craven st  
**WILSON, EPHRAIM**, Bridge rd, Battersea, Cattle Salesman. July 22. Young, Newgate st  
**WILSON, WILLIAM**, Charlotte st, Birmingham, Pearl Button Maker. June 30. Gough, Birmingham

### BANKRUPTCY NOTICES.

*London Gazette.*—FRIDAY, June 15.

#### RECEIVING ORDERS.

**AJAX, HOWELL**, Cymmer, Glamorganshire, Shoemaker Pontypridd Pet June 12 Ord June 12  
**AMOS, JOSEPH**, and **WILLIAM ULLYATT**, Bestwood, Notts, Beer Agents Nottingham Pet June 13 Ord June 13  
**ATWELL, HENRY GEORGE**, High st, Kingland, Draper High Court Pet June 11 Ord June 11  
**BAILEY, ALBERT JAMES**, Bradford, Wilts, Builder Bath Pet June 11 Ord June 11  
**BANKS, THOMAS JAMES**, Buckhurst Hill, Essex, Draper Chelmsford Pet June 13 Ord June 12  
**BATCHILOE, JOHN THOMAS**, Markyate st, Herts, Baker St Albans Pet June 11 Ord June 11  
**BENTON, J. MARK**, lane, Manure Merchant High Court Pet March 12 Ord June 12  
**BURR, FRANCIS HARRY**, Gloucester, Colourman Gloucester Pet June 11 Ord June 11  
**BUTLER, WILLIAM**, Newark upon Trent, Outfitter Nottingham Pet June 11 Ord June 11  
**CHARLTON, GEORGE**, Hexham, Northumberland, Cartwright Newcastle on Tyne Pet June 13 Ord June 13  
**COCKERTON, FRANK**, Hoxton st, Hoxton, Grocer High Court Pet June 12 Ord June 12  
**COLLEY, EDWARD**, St George's rd, Southwark, Dramatic Agent High Court Pet May 23 Ord June 12  
**CRUMP, FRANK**, Derby, Ironmonger Derby Pet May 25 Ord June 11  
**DAWSON, FRANK**, Bury, Contractor Bolton Pet June 13 Ord June 13  
**FAIRBAIRN, JOHN CLARK**, Aberdare, Tobaccoconist Aberdare Pet June 11 Ord June 11  
**FAIRFAX, THOMAS**, Birmingham, Draper Birmingham Pet June 12 Ord June 12  
**FELLOER, THEODORE**, Leonard st, Finsbury, Carver High Court Pet May 24 Ord June 13  
**FIELD, HENRY**, and **FREDERICK BUTCHER**, Regent st, Booksellers High Court Pet June 13 Ord June 13  
**FLETCHER, ROBERT RICHARD**, Salford, Botanic Beer Dealer Salford Pet June 13 Ord June 13  
**FLEW, JOHN PEARCE**, Edith rd, West Kensington, Builder High Court Pet May 25 Ord June 13  
**FOX, RICHARD**, Caistor, Lincs, Farmer Gt Grimsby Pet June 9 Ord June 9  
**FOZARD, HENRY**, Ossett, Yorks, Woollen Manufacturer Dewsbury Pet June 13 Ord June 13  
**GAUTRY, WILLIAM BUREKILL**, Brigg, Lincs, Cabinet Maker Gt Grimsby Pet June 11 Ord June 11  
**GAYMER, ROBERT WALTER**, Norwich, Butcher Norwich Pet June 11 Ord June 11  
**GOODE, JOHN**, Leicester, Boot Manufacturer Leicester Pet May 28 Ord June 8  
**GRANT, WALTER JOHN**, Ventnor, Painter Newport and Ryde Pet June 9 Ord June 9  
**HILL, ZACARIA**, Oadly, Leicester, out of business Leicester Pet June 12 Ord June 12  
**HORRELL, GEORGE THOMAS**, Great Eastern st, Feather Merchant High Court Pet June 13 Ord June 13  
**HUTCHINSON, JOHN**, Chelmsford, Plumber Chelmsford Pet June 7 Ord June 7  
**JAMES, GEORGE**, Bournemouth, Builder Poole Pet June 9 Ord June 9  
**JAUDAU, MARIE JULIE**, Brighton, Teacher of French Brighton Pet June 11 Ord June 11  
**LEWIS, THOMAS**, Glyncorrwg, Glamorganshire, Grocer Neath Pet June 12 Ord June 12  
**MARDEN, SAMUEL**, Bradford, Grocer Bradford Pet June 9 Ord June 9  
**MAY, HENRY**, Reading, Perambulator Manufacturer Reading Pet June 12 Ord June 12  
**MOFFAT, JAMES**, Coalbeck, nr Cockerham, Farmer Cockerham and Workington Pet June 11 Ord June 11  
**MUNNE, FREDERICK JOHN**, Nottingham, Shoemaker Nottingham Pet June 13 Ord June 13  
**OWEN, EDMUND**, Chester, General Dealer Chester Pet June 11 Ord June 11  
**PAULL, WILLIAM**, Llanbadarnfawr, Cardiganshire, Farmer Aberystwith Pet May 30 Ord June 13  
**PEEK, EDWARD ROBERT**, Kingston-upon-Hull, Steam Tug Owner Kingston-upon-Hull Pet June 12 Ord June 12  
**PLACE, WILLIAM GORDON**, Leicester, Solicitor Leicester Pet June 9 Ord June 9  
**PLANT, SMITH**, Balsall Heath, Worcestershire, out of business Barton on Trent Pet June 11 Ord June 11  
**PYRM, THOMAS**, Langley Mill, Derbyshire, Van Driver Derby Pet June 11 Ord June 11  
**REES, WILLIAM**, Tonypandy, Glamorganshire, Grocer Pontypridd Pet June 11 Ord June 11  
**ROBERTS, HENRY THOMAS**, and **CHARLES ROBERTS**, Haynes, Bedfordshire, Steam Cultivators Bedford Pet June 13 Ord June 13  
**RUSSELL, REGINALD**, Brighton, Gent Brighton Pet Feb 14 Ord May 15  
**SCHOFFIELD, JOHN**, Dewsbury, Yorks, Contractor Dewsbury Pet June 11 Ord June 11  
**SIMISTER, GEORGE**, Gravelly Hill, Warwickshire, Bootmaker Birmingham Pet June 11 Ord June 11  
**STEPAN, CHARLES HENRY**, Benhill rd, Sutton, Clerk Croydon Pet June 12 Ord June 12  
**SURTEES, THOMAS**, Newcastle on Tyne, Butcher Newcastle on Tyne Pet June 11 Ord June 11  
**THOMAS, WILLIAM**, Weethromwich, out of business Oldbury Pet June 11 Ord June 11  
**TOMLINSON, CHARLES THOMAS FREDERICK**, Mere, Wilts, Painter Salisbury Pet June 12 Ord June 12  
**WARDEN, THOMAS**, Leicester, Builder Leicester Pet June 13 Ord June 13  
**WATSON, WALTER JOHN**, Margate, Grocer Canterbury Pet June 12 Ord June 12  
**WHITE, WILLIAM**, Felling, Durham, Grocer Newcastle on Tyne Pet June 12 Ord June 12  
**WHITEHEAD, GEORGE**, Northampton, Clerk in Holy Orders Northampton Pet June 12 Ord June 12  
**WHITWAY, WILLIAM JAMES**, Gt James st, Lisson grove, Dairyman High Court Pet June 13 Ord June 13  
**WILLIAMS, HENRY C**, Portland rd, South Norwood, Furniture Dealer Croydon Pet June 4 Ord June 9  
**WILLIAMSON, JOHN HENRY**, Bristol, Wheelwright Bristol Pet June 12 Ord June 12  
**WHITNEY, EDWARD GARROW**, address unknown, Gent High Court Pet Mar 28 Ord June 13



WOOD, WILLIAM HENRY, GREYVASE WOOD, TOM WOOD, and ALBERT EDWARD WOOD, Brickley, Ironmongers Greenwich Pet June 11 Ord June 11  
WRIGHT, WILLIAM, and WILLIAM J SMITH, Charlotte st, Blackfriars rd, Builders High Court Pet May 9 Ord June 7

## FIRST MEETINGS.

BAILEY, ALBERT JAMES, Bradford, Wilts, Builder June 27 at 12 Bank chhrs, Bristol  
BATCHELOR, JOHN THOMAS, Markyate st, Herts, Baker June 22 at 11.30 George Hotel, St Albans  
BATSON, STANLAKE HENRY, Victoria st, Esq June 26 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
BENNETT, ELIZA, Chichester, Baker June 22 at 3.30 Off Rec, 4, Pavilion bldgs, Brighton  
BLISS, WILLIAM JOHN, Balsall Heath, Worcestershire, Baker June 26 at 11.25 Colmore row, Birmingham  
BRADSHAW, JOSEPH KENNERLEY, Brighton, Licensed Victualler June 22 at 3 Off Rec, 4, Pavilion bldgs, Brighton  
BROWN, ALEXANDER, Lombard st June 22 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
BUTLER, ROBERT, address unknown, Shoe Manufacturer June 22 at 11.30 Off Rec, St Martin's pl, Stafford  
CARE, THOMAS, Chapter ber, Walworth, out of work June 22 at 11 33, Carey st, Lincoln's inn  
CASE, FREDERICK CHARLES, Sunderland, Joiner. July 5 at 11.30 Off Rec, 21, Fawcett st, Sunderland  
CHARLTON, GEORGE, Hexham, Northumberland, Cartwright June 26 at 3 Off Rec, Pink lane, Newcastle on Tyne  
COLMAN, JOHN ALFRED, Norwich, Lithographer June 23 at 11 Off Rec, 8, King st, Norwich  
COOK, GEORGE, Goswell rd, Watchmaker June 22 at 11 33, Carey st, Lincoln's inn  
CUTTRESS, JAMES, Lechlade, Glos, Grocer June 22 at 11.30 Off Rec, 32, High st, Swindon  
DAVIES, DAVID, Aberystwith, Mariner June 22 at 12.30 Townhall, Aberystwith  
DEXTER, THOMAS, Nottingham, Clerk June 22 at 12 Off Rec, 1, High pavement, Nottingham  
EDEL, HERBERT, Twickenham, no occupation June 26 at 11 33, Carey st, Lincoln's inn  
FRASER, JAMES PINK, and JOHN CORY, Mincing lane, Brokers June 22 at 11 33, Carey st, Lincoln's inn  
GARRETT, RICHARD HENRY, New Swindon, Wilts, Coachbuilder June 22 at 12.30 Off Rec, 32, High st, Swindon  
GATNER, ROBERT WALTER, Norwich, Butcher June 23 at 12 Off Rec, 8, King st, Norwich  
GILES, HARRY FRANCIS, Surbiton, Director of Public Companies June 27 at 3.30 Hotel, Surbiton Station, Surrey  
GOODE, JOHN, Leicester, Boot Manufacturer June 25 at 3 28, Friar lane, Leicester  
GRIFFIN, SAMUEL WHEELER, Shepton Mallet, Grocer June 26 at 1 George Hotel, Shepton Mallet  
HARRIS, MARIA, Cardiff, Lodging House Keeper June 22 at 3 Off Rec, 29, Queen st, Cardiff  
HAYES, ALFRED, Brighton, Commercial Traveller June 22 at 12 Off Rec, 4, Pavilion bldgs, Brighton  
HILL, WILLIAM, Tiverton, Horse Dealer June 22 at 11 Castle, Exeter  
HILL, ZACARIAH, Oadby, Leicester, out of business June 25 at 12.30 28, Friar lane, Leicester  
HUTCHINSON, JOHN, Chelmsford, Plumber June 23 at 10 Shirehall, Chelmsford  
JAMES, EDWIN, Aldershot, Cabinet Maker June 22 at 12 16 Room, 30 and 31, St Swithin's lane  
LAUREL, JOHN, Great Dover st, Southwark, Schoolmaster June 26 at 12 33, Carey st, Lincoln's inn  
LOCKE, WILLIAM SOLOMON, Farndon, Cheshire, Innkeeper June 26 at 12 Bankruptcy Office, Crypt chmbrs, Chester  
MARDEN, SAMUEL, Birstal, Yorks, Grocer June 22 at 12 Off Rec, 31, Manor row, Bradford  
MASTERS, GEORGE, Station rd, Anerley, Builder June 25 at 3 108, Victoria st, Westminster  
MOFFAT, JAMES, Coalbeck, nr Cockerham, Farmer June 25 at 12 67, Duke st, Whitehaven  
MORRIS, EVAN, Kingland, Herefordshire, Farmer June 26 at 10 18, Corn sq, Leominster  
NASE, THOMAS, Puttenham, nr Guildford, Builder June 25 at 2.30 Borough and County Hall, Guildford  
PHILLIPS, FREDERICK GEORGE, Hastings, Solicitor June 25 at 12.30 Young & Goodwin, Bank bldgs, Hastings  
PLACE, WILLIAM GORDON, Leicester, Solicitor June 22 at 3 28, Friar lane, Leicester  
PLUMPTRE, TOM BETTS, Graham rd, Wimbledon, Builder June 22 at 11 16 Room, 30 and 31, St Swithin's lane  
POTTER, STEPHEN, Yalding, Kent, Farmer June 25 at 3 Off Rec, Week st, Maidstone  
PYM, THOMAS, Langley Mill, Derbyshire, Van Driver June 23 at 3 Flying Horse Hotel, Nottingham  
RICHMOND, ANNIE EMILY, Dovercourt, Essex, Barge Owner June 29 at 10.30 Townhall, Colchester  
ROCH, THOMAS, Nantemoel, nr Bridgend, Grocer June 22 at 2 Off Rec, 29, Queen st, Cardiff  
ROSS, JOSEPH ROBERT, Dartford, Kent, Club Proprietor June 22 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields  
SCATCHARD, WILLIAM, Keighley, Yorks, Grocer June 22 at 11 Off Rec, 31, Manor row, Bradford  
SHARP, HENRY, London pl, London fields, Bottle Manufacturer June 27 at 11 33, Carey st, Lincoln's inn  
SHEPPARD, WILLIAM, Cheltenham, Baker June 23 at 4.15 County Court, Cheltenham  
SMITH, BERNARD, Upland rd, East Dulwich, Clerk June 27 at 12 33, Carey st, Lincoln's inn  
SMITH, GEORGE, Dewsbury, Yorks, Yarn Spinner June 25 at 3 Off Rec, Bank chhrs, Batley  
SPARKS, FRANCIS, and JAMES JEBBARD, Huddleston rd, Willeddon green, Builders June 26 at 12 33, Carey st, Lincoln's inn  
SUTTERS, THOMAS, Newcastle on Tyne, Butcher June 25 at 11 Off Rec, Pink lane, Newcastle on Tyne  
TAYLOR, GEORGE, Rickmansworth, Herts, Plumber June 22 at 11 George Hotel, St Albans  
TOMLIN, JOHN LEONARD, Maidstone, Gent June 25 at 4.15 Off Rec, Week st, Maidstone  
TOMLINSON, CHARLES THOMAS FREDERICK, Mere, Wilts, Painter June 26 at 3 Off Rec, Salisbury  
WATSON, WALTER JOHN, Margate, Grocer June 22 at 4 53, High st, Margate  
WEBB, WILLIAM, Middleton Stoney, Oxfordshire, Baker June 25 at 10 County Court, Banbury  
WHITE, BERTHA LYDIA, Huddersfield, Theatre Proprietor June 22 at 3 Haigh & Sons, solers, New st, Huddersfield  
WHITE, WILLIAM, Felling, Durham, Grocer June 26 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

WILLIAMSON, JOHN HENRY, Bristol, Wheelwright June 27 at 12.30 Bank chhrs, Bristol  
WILSON, JOSEPH ARCHIBALD, Elm Park terr, Falmham rd, Hosier June 22 at 12 33, Carey st, Lincoln's inn  
WILSON, THOMAS, High st, Wandsworth, Appraiser June 27 at 3 109, Victoria st, Westminster  
YATES, GEORGE, Hartington, Derbyshire, Farmer June 22 at 3.30 Green Man Hotel, Ashbourne

## ADJUDICATIONS.

AMOS, JOSEPH, and WILLIAM ULLYATT, Bestwood, Notts, Beer Agents Nottingham Pet June 12 Ord June 12  
BATCHELOR, JOHN THOMAS, Markyate st, Herts, Baker St Albans Pet June 11 Ord June 12  
BURN, FRANCIS HARRY, Gloucester, Colourman Gloucester Pet June 11 Ord June 11  
CARMICHAEL, RICHARD, Worthington, Picture Frame Dealer Cockerham and Worthington Pet June 6 Ord June 11  
CHARLTON, GEORGE, Hexham, Cartwright Newcastle on Tyne Pet June 13 Ord June 13  
COLMAN, JOHN ALFRED, Norwich, Lithographer Norwich Pet June 8 Ord June 11  
DAVIES, DAVID, Aberystwith, Mariner Aberystwith Pet June 7 Ord June 11  
DAVIES, EDWARD, Birmingham, Building Superintendent Birmingham Pet June 6 Ord June 11  
FAIRBAIRN, JAMES, Sutton, Auctioneer Croydon Pet May 7 Ord June 9  
FAIRBAIRN, JOHN CLARK, Aberdare, Tobaccoist Aberdare Pet June 11 Ord June 11  
FELTON, GEORGE, Iverson rd, Kilburn, Builder High Court Pet May 8 Ord June 11  
FLETCHER, ROBERT RICHARD, Salford, Botanic Beer Dealer Salford Pet June 13 Ord June 13  
FOX, RICHARD, Caistor, Lincolnshire, Farmer Gt Grimsby Pet June 8 Ord June 9  
GAUTBY, WILLIAM BURKILL, Brigg, Lincolnshire, Cabinet Maker Gt Grimsby Pet June 11 Ord June 11  
GAYMER, ROBERT WALTER, Norwich, Butcher Norwich Pet June 11 Ord June 11  
HAMMOND, JOSEPH, Tivdale, nr Tipton, Staffs, Glass Manufacturer Dudley Pet June 7 Ord June 11  
HARLEY, JAMES FREDERICK, Victoria terr, New Southgate, Oilman Edmonton Pet May 13 Ord June 11  
HUTCHINSON, JOHN, Chelmsford, Plumber Chelmsford Pet June 7 Ord June 7  
KIRK, UHAI, Leicester, Coal Merchant Leicester Pet May 7 Ord June 1  
LEWIS, THOMAS, Glynnorw, Glamorganshire, Grocer Neath Pet June 12 Ord June 12  
MARDEN, SAMUEL, Hirstal, Yorks, Grocer Bradford Pet June 9 Ord June 11  
MORRIS, EVAN, Kingland, Herefordshire, Farmer Leominster Pet May 8 Ord June 12  
MULHALL, MICHAEL PETER, Southport, Boot Dealer Liverpool Pet April 28 Ord June 13  
MOFFAT, JAMES, Coalbeck, nr Cockerham, Farmer Cockerham and Workington Pet June 11 Ord June 11  
PACKER, HENRY JAMES, Reading, Oilman Reading Pet June 7 Ord June 13  
PERK, EDWARD ROBERT, Kingston on Hull, Steam Tug Owner Kingston on Hull Pet June 12 Ord June 12  
PLEES, WILLIAM HENRY, Bradford, Yorks, out of business Bradford Pet May 30 Ord June 13  
PROCTOR, JOSEPH, Birmingham, out of business Birmingham Pet June 8 Ord June 11  
PYM, THOMAS, Langley Mill, Derbyshire, Van Driver Derby Pet June 9 Ord June 11  
REES, WILLIAM, Tonypandy, Glamorganshire, Grocer Pontypidd Pet June 11 Ord June 11  
RINDER, JOSEPH FREDERICK, Leeds, Boot Manufacturer Leeds Pet May 15 Ord June 12  
ROWE, ADOLPHUS, Churchfield rd, Acton, Baker Brentford Pet June 5 Ord June 12  
SCHOFIELD, JOHN, Dewsbury, Yorks, Contractor Dewsbury Pet June 11 Ord June 11  
TAYLOR, GEORGE, Rickmansworth, Plumber St Albans Pet May 30 Ord June 12  
THOMSON, ROBERT, Wanstead, out of employ High Court Pet June 9 Ord June 9  
TOMLIN, JOHN LEONARD, Maidstone, Gent Maidstone Pet May 15 Ord June 13  
TOMLINSON, CHARLES THOMAS FREDERICK, Mere, Wilts, Painter Salisbury Pet June 11 Ord June 13  
WAINWRIGHT, JAMES, Minter st, St John's rd, Hoxton, Cabinet Manufacturer High Court Pet June 7 Ord June 9  
WATSON, WALTER JOHN, Margate, Grocer Canterbury Pet June 13 Ord June 12  
WENON, ALBERT FRANCIS, Leicester, Hay Dealer Leicester Pet May 18 Ord June 5  
WILLIAMS, HENRY C, Portland rd, South Norwood, Furniture Dealer Croydon Pet June 4 Ord June 13

The following amended notice is substituted for that published in the London Gazette of May 29.

WOOD, WALTER WEBBER, Hastings, Clerk Hastings Pet May 25 Ord May 25  
HOWLETT, JOHN, Russell pl, Blackheath, Gardener Greenwich Adjud March 1 Annul June 5

London Gazette.—TUESDAY, June 19.

## RECEIVING ORDERS.

BLEACKLEY, ARTHUR HERBERT, Whitehaven, Draper Carlisle Pet June 15 Ord June 15  
BOWELL, JOHN, Hemingby, Lincs, Miller Lincoln Pet June 15 Ord June 15  
BREWELL, ALEXANDER, Liverpool, Tobaccoist Liverpool Pet June 14 Ord June 14  
COLE, HENRY GEORGE, Derby, Clerk Derby Pet June 14 Ord June 14  
COOKE, JOSEPH, Salford, nr Birmingham, Coal Merchant Birmingham Pet June 16 Ord June 16  
DARCH, HENRY, Gloucester, Fruiterer Gloucester Pet June 15 Ord June 15  
DORMER, RICHARD, Garston, nr Liverpool, Analytical Chemist Liverpool Pet May 14 Ord June 15  
DUNHILL, GEORGE THOMAS HAWLEY, Rotherham, Yorks, Grocer Sheffield Pet June 15 Ord June 16  
DUNSTON, WILLIAM, Brighton, Leather Seller Brighton Pet June 15 Ord June 15  
EDWARDS, JAMES ALLEN, Cadogan st, Cadogan sq, Chelsea, no occupation Kingston, Surrey Pet June 16 Ord June 15  
FALLA, WILLIAM HAND, Liverpool, Grocer Liverpool Pet June 14 Ord June 14  
FRANK, FRANCIS, Manchester, Licensed Victualler Manchester Pet June 14 Ord June 14

GOODALE, EDWARD JARVIS, Siston rd, Grafton sq, Clapham, Agent Wandsworth Pet May 3 Ord June 14  
 GREGORY, EDWARD TOWNSEND, Old Broad st, Assistant Secretary to the Trustees, etc., Insurance Corporation High Court Pet June 1 Ord June 16  
 HALLAMORE, T. C., Old Broad st High Court Pet May 25 Ord June 16  
 HAWKINS, FREDERICK GEORGE, Canterbury, Grocer Canterbury Pet June 14 Ord June 14  
 HERBERT, JOHN, Worcester, Retired Innkeeper Worcester Pet June 7 Ord June 12  
 HEYWOOD, THOMAS, Wolverhampton, Boot Manufacturer Wolverhampton Pet June 14 Ord June 15  
 HIGMAN, JOSEPH, St Ervan, Cornwall, Farmer Truro Pet June 4 Ord June 15  
 HILL, GEORGE, Northampton, Shoe Manufacturer Northampton Pet June 6 Ord June 16  
 INGRAM, DANIEL, Merthyr Tydfil, Grocer Merthyr Tydfil Pet June 12 Ord June 12  
 JONES, DAVID, Troedyrhiw, Glamorganshire, Grocer Merthyr Tydfil Pet June 15 Ord June 15  
 KINMONT, EUPHEMIA, and JAMES KIDD, Canterbury, Nurserymen Canterbury Pet June 15 Ord June 15  
 KITCHING, THOMAS, Green lanes, Draper High Court Pet June 15 Ord June 15  
 KNIGHT, GEORGE, Leeds, Cabinet Maker Leeds Pet May 31 Ord June 11  
 KNIGHT, HENRY, Trafalgar rd, Greenwich, Grocer Greenwich Pet June 14 Ord June 14  
 LEVY, LEWIS, Brunsdick sq, retired High Court Pet May 18 Ord June 15  
 LEWIS, JOSEPH SAMUEL, Eastbourne, Painter Eastbourne and Lewes Pet June 14 Ord June 14  
 LOOG, HERMANN, London wall, Sewing Machine Maker High Court Pet May 30 Ord June 15  
 LOWATER, EDWIN, Nottingham, Hosier Nottingham Pet June 14 Ord June 14  
 LOWE, JOHN, Moseley, Worcestershire, Merchant Birmingham Pet June 14 Ord June 14  
 MATTHEWS, CHARLES, Wolverhampton, Iron Fencing Manufacturer Wolverhampton Pet June 15 Ord June 15  
 MATTHEWS, GEORGE, Tamworth, Seed Merchant Birmingham Pet June 15 Ord June 15  
 NICHOLSON, WILLIAM, Lancaister, Durham, Auctioneer Durham Pet June 16 Ord June 16  
 PARRY and EVANS, Treforest, Glamorganshire, Grocers Pontypridd Pet June 5 Ord June 16  
 PENNEICE, HERBERT NEWTON, residence unknown, Gent High Court Pet April 12 Ord June 15  
 PRITCHARD, WILLIAM, Colwyn, Carnarvon, Car Proprietor Bangor Pet June 14 Ord June 14  
 RICH, THOMAS, and JOHN WOOLLER, Hailsham, Sussex, Builders Eastbourne and Lewes Pet June 15 Ord June 15  
 ROBINSON, JAMES, Greenfield, Yorks, Finisher Oldham Pet June 15 Ord June 15  
 SHARPE, ROBERT ARTHUR BENSON, Windermere, Photographer Kendal Pet June 15 Ord June 15  
 SIDDALL, GEORGE, Rochdale, Draper Oldham Pet June 15 Ord June 15  
 SIMPSON, JOSEPH, Peterborough, Stonemason Peterborough Pet June 14 Ord June 14  
 STALMAN, JOHN HARRISON, Bush lane, Cannon st, Licensed Victualler High Court Pet June 14 Ord June 14  
 STANLEY, JOHN, Winchcombe, Gloucestershire, Farmer Cheltenham Pet June 14 Ord June 14  
 STEEL, JOHN, Leeds, Draper Leeds Pet June 15 Ord June 15  
 THOMAS, CHARLES HEALD, Gloucester, Bookseller, Gloucester Pet June 15 Ord June 15  
 WALLS, WILLIAM, Liverpool, Boot Dealer Liverpool Pet June 15 Ord June 15  
 WARD, AMOS, Leeds, Grocer Leeds Pet June 15 Ord June 15  
 WIDEBLEY, WILLIAM JAMES FREEMAN, Nottingham, Printer Nottingham Pet June 14 Ord June 14  
 WIGLEY, ALEXANDER FRANCIS, Bransby rd, Herne hll, Builder High Court Pet June 14 Ord June 14

## FIRST MEETINGS.

AMOS, JOSEPH, and WILLIAM ULLIATT, Bestwood, Notts, Beer Agents June 26 at 12 Off Rec, 1, High pavement, Nottingham  
 BRACOCK, WILLIAM, Clea, Lincolnshire, Smackowner June 27 at 12.30 Off Rec, 8, Haven st, Gt Grimsby  
 BLEACKLEY, ARTHUR HERBERT, Carlisle, Draper June 28 at 12 Off Rec, 24, Fisher st, Carlisle  
 BORRILL, JOSEPH, Horncastle, Lincolnshire, Butcher June 28 at 12 Off Rec, 31, Silver st, Lincoln  
 BURR, FRANCIS HARRY, Gloucester, Colourman June 26 at 3 Bell Hotel, Gloucester  
 BUTLER, WILLIAM, Newark upon Trent, Outfitter June 26 at 11 Off Rec, 1, High pavement, Nottingham  
 BYRLE, A., Wade pl, Mile End rd, Rope Maker June 26 at 11 33, Carey st, Lincoln's inn  
 COLR, HENRY GEORGE, Derby, Railway Clerk June 27 at 3 Off Rec, St James's chbrs, Derby  
 COOKE, MARY ANN, residence vul town, Spinster June 26 at 2.30 33 Carey st, Lincoln's inn  
 CRUMP, FRANK, Derby, Ironmonger June 27 at 12 Off Rec, St James's chbrs, Derby  
 DARCH, HENRY, Gloucester, Fruiterer June 28 at 4.15 County Court, Cheltenham  
 DAWSON, FRANK, Bury, Lancs, Contractor June 27 at 11.30 16, Wood st, Bolton  
 DELLAMANY, WILLIAM, Old Kent rd, Draper June 27 at 11 33, Carey st, Lincoln's inn  
 DICKINSON, WILLIAM, Acerrington, Builder June 26 at 2.45 Commercial Hotel, Blackburn rd Acerrington  
 DIVES, THOMAS, Lingfield, Surrey, Builder June 27 at 1 Bankruptcy bldgs, Portugal st, Lincoln's inn  
 DUPONT, NICHOLAS JOSEPH, Stockton on Tees, Innkeeper June 26 at 11 Off Rec, 8, Albert rd, Middlesbrough  
 FELTON, GEORGE, Iverson yd, Iverson rd, Kilburn, Builder June 28 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn  
 FLETCHER, ROBERT RICHARD, Salford, Lancs, Licensed Broker July 2 at 11.20 Off Rec, Ogden's chbrs, Bridge st, Manchester  
 FOX, RICHARD, Calster, Lincs, Farmer June 27 at 12 Off Rec, 3, Haven st, Gt Grimsby  
 FOZARD, HENRY, Batley, Yorks, Woollen Manufacturer June 26 at 3 Off Rec, Bank chbrs, Batley  
 GRANT, WALTER JOHN, Ventnor, I W, Painter June 27 at 12 Chamber of Commerce, 145, Chesapeake  
 HAMMOND, JOSEPH, Stourbridge, Worcestershire, Glass Manufacturer June 26 at 10.15 Off Rec, Dudley  
 HAWKINS, FREDERICK GEORGE, Canterbury, Grocer June 27 at 1 Bankruptcy bldgs, Lincoln's inn  
 HAYES, WILLIAM, Sheffield, Grocer June 27 at 2.30 Off Rec, Figtree lane, Sheffield

HEADINGTON, EDWARD CAMBRAY, address unknown, Farmer June 26 at 12 Railway Hotel, Maidenhead  
 HERBERT, JOHN, Worcester, Retired Innkeeper June 27 at 11 Off Rec, Worcester  
 HUDSON, GEORGE, Hastings, Jeweller June 27 at 12 Bankruptcy bldgs, Lincoln's inn  
 JAMES, GEORGE, Bournemouth, Builder June 28 at 1.30 Off Rec, Salisbury  
 KINMONT, EUPHEMIA, and JAMES KIDD, Canterbury, Nurserymen June 27 at 12 Bankruptcy bldgs, Lincoln's inn  
 LAING, WILLIAM ALEXANDER GORDON, Barnstaple, Doctor of Medicine June 26 at 11 Sanders and Son, High st, Barnstaple  
 LAWRENSON, JOHN, Liverpool, Pianoforte Dealer June 27 at 3 Off Rec, 35, Victoria st, Liverpool  
 LEWIS, JOSEPH SAMUEL, Eastbourne, Painter June 27 at 1.30 Bankruptcy bldgs, Portugal st, Lincoln's inn  
 LEWIS, THOMAS, Glyncorrwg, Glamorganshire, Grocer June 26 at 12 Castle Hotel, Neath  
 LUCAS, ARTHUR, Putney Vale, Licensed Victualler June 27 at 12 109, Victoria st, Westminster  
 MCCORMICK, MICHAEL, Swinton, Yorks, Horse Trainer June 27 at 3 Off Rec, Figtree lane, Sheffield  
 MENSCH, FREDERICK LOUIS, Caroline st, Gt Russell st, Clerk June 27 at 12 33, Carey st, Lincoln's inn  
 MILES, EDWIN CHARLES, Chilton st, Somers Town, Boot Dealer June 27 at 2.30 33, Carey st, Lincoln's inn  
 MUNN, FREDERICK JOHN, Nottingham, Shoemaker June 26 at 3.30 Off Rec, 1, High pavement, Nottingham  
 OWEN, EDMUND, Chester, Smallware Dealer June 28 at 2.30 Bankruptcy Office, Crypt chbrs, Chester  
 PLANT, SMITH, Balsall Heath, Worcestershire, out of business. June 29 at 2.30 Off Rec, St James's chbrs, Derby  
 PROCTER, JOSEPH, Birmingham, out of business June 27 at 11 25, Colmore row, Birmingham  
 REEVES, HARVEY, and BENJAMIN EDWARD WILLIAM BOOTE, Walthamstow, Printers June 28 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn  
 SCHOFFIELD, JOHN, Dewsbury, Yorks, Contractor June 26 at 11 Off Rec, Bank chbrs, Batley  
 SIDDALL, GEORGE, Rochdale, Draper June 29 at 3.30 Townhall, Rochdale  
 SIMPSON, JOSEPH, Peterborough, Mason July 4 at 12 County Court, Peterborough  
 TEED, MARTHA AUGUSTA, Connaught sq, Hyde park, Widow June 26 at 2.30 33, Carey st, Lincoln's inn  
 WALFORD, ELIZA, Kidderminster, Fishmonger June 28 at 2 Miller Corbet, Kidderminster  
 WARDEN, THOMAS, Leicester, Builder June 27 at 3 28, Friar lane, Leicester  
 WATERMAN, LOUIS DALE, Outer Temple, Strand, Accountant June 28 at 12 33, Carey st, Lincoln's inn  
 WRIGHT, TIMOTHY, Gt Grimsby, Lincs, Glass Dealer June 27 at 1 Off Rec, 3, Haven st, Gt Grimsby

## ADJUDICATIONS.

BAILEY, ALBERT JAMES, Bradford, Wilts, Builder Bath Pet June 11 Ord June 16  
 BENNETT, JOHN, St Swithin's lane, Promoter of Public Companies High Court Pet May 11 Ord June 12  
 BOSWELL, JOHN, Hemingby, Lincs, Miller Lincoln Pet June 15 Ord June 15  
 BREWER, ALEXANDER, Liverpool, Tobacconist Liverpool Pet June 14 Ord June 14  
 BUTLER, ROBERT, address unknown, Shoe Manufacturer Stafford Pet May 29 Ord June 12  
 BLEACKLEY, ARTHUR HERBERT, Carlisle, Draper Carlisle Pet June 15 Ord June 15  
 CAVENDISH, WILLIAM HENRY ALEXANDER GEORGE DELMAR, Gt Coram st, Russell sq, late British Consul at Stettin High Court Pet Feb 25 Ord June 15  
 CHAPMAN, CHARLES EDWARD ALLEN, Lavenham, Suffolk, Brewer Colchester Pet May 20 Ord June 13  
 COLE, HENRY GEORGE, Derby, Clerk Derby Pet June 14 Ord June 14  
 COOKE, MARY ANN, address unknown, Spinster High Court Pet April 16 Ord June 13  
 DAWSON, FRANK, Bury, Lancashire, Contractor Bolton Pet June 13 Ord June 14  
 DUNHILL, GEORGE THOMAS HAWLEY, Rotherham, Yorks, Grocer Sheffield Pet June 16 Ord June 16  
 EATON, HENRY CHARLES, Cannon st, Mining Agent High Court Pet March 13 Ord June 13  
 FERN, FRANCIS, Manchester, lately Licensed Victualler Manchester Pet June 14 Ord June 14  
 GRIFFIN, SAMUEL WHEELER, Shepton Mallet, Grocer Wells Pet June 7 Ord June 15  
 HAYES, ALFRED, Brighton, Commercial Traveller Brighton Pet June 8 Ord June 15  
 HEYWOOD, THOMAS, Wolverhampton, Boot Manufacturer Wolverhampton Pet June 14 Ord June 15  
 HIGMAN, JOSEPH, St Ervan, Cornwall, Farmer Truro Pet June 2 Ord June 15  
 INGRAM, DANIEL, Merthyr Tydfil, Grocer Merthyr Tydfil Pet June 12 Ord June 12  
 JONES, DAVID, Troedyrhiw, Glamorganshire, Grocer Merthyr Tydfil Pet June 15 Ord June 15  
 KNIGHT, GEORGE, Leeds, Cabinet Maker Leeds Pet May 31 Ord June 14  
 LATCH, THOMAS, Newport, Mon, Colliery Proprietor Newport, Mon Pet May 19 Ord June 14  
 LEWIS, JOSEPH SAMUEL, Eastbourne, Painter Eastbourne and Lewes Pet June 14 Ord June 16  
 LUCAS, ARTHUR, Putney vale, Licensed Victualler Wandsworth Pet June 2 Ord June 14  
 MACDONALD, JAMES, Fifth avenue, Queen's Park, Harrow rd, Clerk High Court Pet Jan 20 Ord June 16  
 MATTHEWS, GEORGE, Tamworth, Warwickshire, Seed Merchant Birmingham Pet June 15 Ord June 15  
 PORTS, GEORGE, Boscombe, Hampshire, Builder Poole Pet May 15 Ord June 15  
 PRITCHARD, WILLIAM, Colwyn, Carnarvonshire, Car Proprietor Bangor Pet June 14 Ord June 14  
 ROBINSON, JAMES, Greenfield, Yorks, Finisher Oldham Pet June 15 Ord June 15  
 SKELEY, WILLIAM SISSON, High st, Deptford, Oilman Greenwich Pet May 7 Ord June 15  
 SHARPE, ROBERT ARTHUR BENSON, Windermere, Photographer Kendal Pet June 14 Ord June 15  
 SIMPSON, HENRY, Kingston upon Hull, Fat Refiner Kingston upon Hull Pet March 29 Ord June 13  
 SIMPSON, JOSEPH, Peterborough, Stonemason Peterborough Pet June 13 Ord June 14  
 STALMAN, JOHN HARRISON, Bush lane, Cannon st, Licensed Victualler High Court Pet June 14 Ord June 14  
 STANIER, F JUSTICE, out of England, no occupation High Court Pet Feb 16 Ord June 14



STANLEY, JOHN, Winchcomb, Gloucestershire, Farmer Cheitenham Pet June 14 Ord June 14  
 STEEL, JOHN, Leeds, Draper Leeds Pet June 15 Ord June 15  
 STICKLAND, CHARLES, Bournemouth, Brickmaker Poole Pet May 23 Ord June 13  
 STYKES, ARCHIBALD, Harrogate, Wine Merchant York Pet April 10 Ord June 16  
 TAYLOR, EDWARD, Castle st, Falcon sq, Merchant High Court Pet June 7 Ord June 16  
 THOMAS, WILLIAM, West Bromwich, out of business Oldbury Pet June 11 Ord June 14  
 WARD, AMOS, Leeds, Grocer Leeds Pet June 15 Ord June 15  
 WHIFFIN, WILLIAM, Hadlow, dr Tunbridge, Farmer Tunbridge Wells Pet April 25 Ord June 16  
 WHITEWAY, WILLIAM JAMES, Gt James st, Lisson gr, Dairyman High Court Pet June 13 Ord June 13  
 WILLIAMSON, JOHN HENRY, Bristol, Wheelwright Bristol Pet June 12 Ord June 14  
 WILLIAMS, JOHN WESLEY, and SAMUEL REDGRAVE, Battersea pk rd, Grocers Brighton Pet May 19 Ord June 14  
 WILLIAMS, OWEN, Llanfhaelog, Anglesey, Retired Farmer Bangor Pet Feb 22 Ord June 14  
 WRIGHT, ELIZABETH, Oldham, Innkeeper Oldham Pet April 30 Ord June 14

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERS AND STUTTERS should read a little book by Mr. B. BRASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

#### SALES OF ENSUING WEEK.

June 26.—Messrs. BAKER & SONS, at the Great White Horse Inn, Ipswich, at 4 p.m., Lots of Freehold Land (see advertisement, June 2, p. 4).  
 June 27.—Messrs. EDWIN FOX & BOURFIELD, at the Mart, E.C., Freehold Residential and Sporting Properties (see advertisement, June 2, p. 10).  
 June 28.—Messrs. HUMBERT, SON, & FLINT, at the Mart, E.C., at 2 p.m., Freehold Estates (see advertisement, June 2, p. 11).  
 June 28.—Messrs. MOSS & JAMESON, at the Mart, E.C., Freehold Building Land (see advertisement, this week, p. 2).

#### BIRTHS, MARRIAGES, AND DEATHS.

##### MARRIAGES.

JORDAN—METCALF.—June 20, William Frederick Cartwright Jordan, of Teignmouth, solicitor, to Mary Isabella, daughter of the Rev. James Metcalfe.  
 MENDEL—MOSES.—June 20, Sigismund Ferdinand Mendel, B.A., barrister-at-law, to Frances, daughter of Asa Henry Moses, of Devonshire-place, Portland-place, W.

##### DEATH.

WEST.—June 15, Thomas Edward West, of Leeds, barrister-at-law, in his 56th year.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s. 6d.; Country, 28s. 6d.; with the WEEKLY REPORTER, 53s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

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All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

# LAW GUARANTEE & TRUST SOCIETY, LIMITED.

SUBSCRIBED CAPITAL, ONE MILLION.  
 £100,000 PAID UP.

The Society has opened Offices at No. 9, SERLE STREET, LINCOLN'S INN, and is prepared to receive and consider proposals.

Amongst other objects enumerated in the Memorandum of Association, the Society will especially direct their attention to the following classes of business:—

1. Fidelity guarantee.
2. Business arising out of Trusts, including their administration and the indemnity of Trustees.
3. The insurance of mortgage advances.
4. Providing a fund for securing to Leaseholders and others the return of principal at the expiration of any fixed period.

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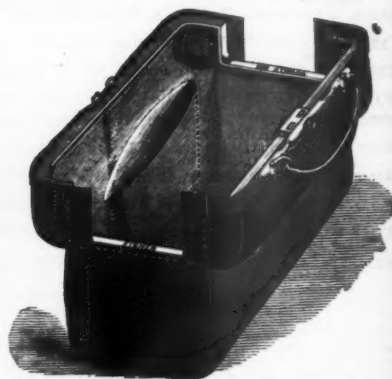
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